

City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
July 7, 2004

Mayor David Dermer
Vice-Mayor Richard L. Steinberg
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

Visit us on the Internet at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

REGULAR AGENDA

R5 - Ordinances

- R5A An Ordinance Amending Chapter 62 Of The Miami Beach City Code Entitled "Human Relations"; By Amending Article II Thereof Entitled "Discrimination" By Amending Section 62-31 Entitled "Definitions" By Adding A Definition For "Gender" To Be Utilized In Article II; By Amending Section 62-32 Entitled "Purpose; Declaration Of Policy"; By Amending Section 62-88.1 Entitled "Discrimination In Public Services"; Providing For Repealer, Severability, Codification, And An Effective Date. **10:15 a.m**
Second Reading, Public Hearing (Page 311)
(Requested by Commissioner Luis R. Garcia, Jr.)
- R5B An Ordinance Amending Chapter 62 Of The Miami Beach City Code, Entitled "Human Relations," By Adding An Article IV Thereof Entitled "Registered Domestic Partnerships" Which Provides For Registered Domestic Partnerships And Sets Forth The Rights And Legal Effects Of Such Partnerships; Providing For Repealer, Severability, Codification, And An Effective Date.
First Reading (Page 315)
(Requested by Commissioner Luis R. Garcia, Jr.)

R5 - Ordinances (Continued)

- R5C Amendments To Text Of Land Development Regulations (LDR's)
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreation District," Clarifying Purpose, Providing For Additional Main Permitted Uses And Prohibiting Certain Uses, And Excluding From Floor Area Required Parking For Adjacent Properties; And Division 18, "PS Performance Standard District," Modifying Height, Number Of Stories, Setbacks, Floor Area Ratios And Allowing Required Parking In The CPS-1 And CPS-3 Zoning Districts For Defined Properties, Clarifying How Such Required Or Public Parking Relates To Floor Area And Is Allowed, And Floor Area Is Distributed, Through Covenants In Lieu Of Unity Of Title; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading** (Page 323)
(Planning Department)

R7 - Resolutions

- R7A A Resolution Approving A Settlement Agreement By And Among East Coastline Development, Ltd., Westside Partners, Ltd., And Other Entities Collectively Known As The "Portofino Entities," And Certain Successors In Interest That Are Part Of The Related Group Of Florida, Known As The "Related Entities," And The City Of Miami Beach And The Miami Beach Redevelopment Agency, Concerning Litigation Over Certain Parcels In The South Pointe Area Of Miami Beach Known As The Alaska Parcel, Goodman Terrace, The Hinson Parcel, Blocks 51, 52 And Block 1, And Including A Portion Of The Federal Triangle, And Authorizing The Mayor And City Clerk To Execute Such Agreement, And The Taking Of Necessary And Appropriate Steps For The Implementation Thereof. (Page 339)
- R7B A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Northern Half) Of The West 29th Street Street-End, West Of Prairie Avenue, In Favor Of Massimo And Jiska Barraca, Owners Of The Adjacent Property, Located At 2900 Prairie Avenue; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; Provided Further That Approval Of The Aforestated Vacation Is Subject To And Contingent Upon The Owners' Execution And Recordation Of The Declaration Of Restrictive Covenants (Covenant) Attached As Exhibit "A" To This Resolution; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review Of Same By The City Attorney's Office. **11:00 a.m. Public Hearing** (Page 464)

(Public Works)

(Continued from April 14, 2004)

(Memorandum & Resolution to be Submitted in Supplemental)

R7 - Resolutions (Continued)

- R7C A Resolution Extending The Valet Parking Services Agreement With Gold Star Parking Systems, Dated September 15, 1999, For Providing Valet Parking Services At The Miami Beach Convention Center, Jackie Gleason Theater Of The Performing Arts, And Other City Property, As May Be Required, On A Month-To-Month Basis, Terminable At The Discretion Of The City Manager, Until Such Time That The Request For Proposals Process For Valet Parking Services Has Resulted In The Selection Of A Firm, And A Contract Has Been Awarded. (Page 466)
(Parking Department)
- R7D A Resolution Extending The Hourly Rate Contract With APCOA/Standard-VIP's Parking Systems, Dated August 4, 1999, For Providing Hourly Rate Cashiers/Attendants, And Supervisors To The City's Parking Department, On A Month-To-Month Basis, Terminable At The Discretion Of The City Manager, Until Such Time That The Competitive Bidding Process For Hourly Rate Cashiers, Attendants, And Supervisors Has Resulted In The Selection Of A Firm, And A Contract Has Been Awarded. (Page 471)
(Parking Department)
- R7E A Resolution Approving Amendment No. 13A To The Agreement With Camp, Dresser And McKee (CDM) And Appropriating Corresponding Funding, In The Amount Of \$398,736 From Series 1995 Water And Sewer Bond Interest, To Provide Engineering Services For Upgrading Water And Sewer Pumping Stations; Said Amendment Providing For Construction Administration And Field Oversight Services (Tasks 2.0 And 3.0) For The Water And Waste Water Pump Stations Upgrade Project, In An Amount Not To Exceed \$424,640. (Page 476)
(Capital Improvement Projects)
- R7F A Resolution Authorizing The Mayor And City Clerk To Execute An Interlocal Agreement By And Between The City Of Miami Beach, And The City Of Miami, Both Of Which Are Florida Municipal Corporations, For The Purpose Of Conducting A Traffic Impact Study Of MacArthur Causeway To Evaluate And Address Traffic Impacts That May Arise From The Proposed Flagstone Island Gardens Project On Watson Island, And Further Authorizing The Administration To Submit A Grant Application To The Metropolitan Planning Organization To Fund The Study. (Page 491)
(City Manager's Office)
- R7G A Resolution Authorizing The Appropriation Of \$1,380,000 From The Miami Beach Share Of The County's Fiscal Year 2003-04 Peoples' Transportation Program (PTP) Funds, For The Following Local Transportation Projects: 1) \$80,000 For Preparation Of Basis Of Design Report (BODR) For An East-West Connector Bicycle/ Pedestrian Facility Project In North Beach; 2) \$120,000 For Preparation Of BODR For A Dade Boulevard And Middle Bleach Bicycle / Pedestrian Facility Project; 3) \$350,000 For Right-Of-Way Improvements On Ocean Drive; 4) \$400,000 For Right-Of-Way Improvements On Espanola Way; 5) \$400,000 For Right-Of-Way Improvements On 17th Street; 6) \$30,000 For Technical Assistance With Various Traffic And Transportation Issues; And Further Authorizing The Issuance Of Requests For Qualifications (RFQ) For Nos. 1 And 2 Above, And The Issuance Of Work Orders For Nos. 3 To 6 Above; And Advancing Undesignated General Funds, If Needed, To Be Reimbursed By The Aforestated Fiscal Year 2003-04 PTP Funds, As They Are Received By The City, On A Monthly Basis. (Page 500)
(Public Works)

R9 - New Business and Commission Requests

- R9A Board and Committee Appointments. (Page 510)
(City Clerk's Office)
- R9A1 Nominate Mr. Sidney Goldin To The Health Facilities Board. (Page 516)
(Requested by Commissioner Luis R. Garcia, Jr.)
- R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 518)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)
- R9C Discussion Regarding The Following Sister Cities Resolutions: (Page 520)
1. A Resolution Extending An Invitation To The City Of Fortaleza, Brazil, To Become A Sister City Of Miami Beach, Florida, Designating Mayor David Dermer As The City's Representative And Transmitting This Resolution To The Officials Of Fortaleza, Brazil.
2. A Resolution Relating To Ramat Gan, Israel, Established As A Sister City On July 21, 1971 By Resolution No. 13322; Determining That The Purposes Of Said Resolution No Longer Exist; Terminating Said Relationship And Repealing Resolution No. 13322.
(Requested by Mayor David Dermer)
(Deferred from June 9, 2004)
- R9D Appeal Of DRB File No. 17373
Review Of A Design Review Board Decision Approving A Request By Marlborough House Condominium For The Replacement Of Concrete Balcony Rails At 5775 Collins Avenue. **10:20 a.m. Public Hearing** (Page 526)
(City Clerk's Office)
- R9E Request By The Law Firm Of Boies, Schiller & Flexner LLP For A Waiver Of Conflict Of Interest By The Law Firm In Representing Star Island Entertainment, Inc. (Mansion Nightclub, 1235 Washington Avenue) In Matters Before The Special Master And Administratively Only. (Page 532)
(City Attorney's Office)
- R9F Discussion Regarding Mitigation Of Traffic For The 63rd Street Flyover Removal. (Page 538)
(Requested by Vice-Mayor Richard L. Steinberg)
- R9G Discussion Concerning Preservation Of Historic Homes In Altos Del Mar Park. (Page 540)
(Capital Improvement Projects)
- R9H Discussion Regarding The Formation Of A North Beach Youth Center Advisory Board. (Page 548)
(Requested by Commissioner Jose Smith)

Reports and Informational Items

- A City Attorney's Status Report. (Page 551)
(City Attorney's Office)
- B Parking Status Report. (Page 555)
(Parking Department)
- C Status Report On The Rehabilitation Project Of The Existing Building And The Addition To Fire Station No. 2. (Page 593)
(Capital Improvement Projects)
- D Status Report On The Rehabilitation Project Of Fire Station No. 4. (Page 595)
(Capital Improvement Projects)
- E Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, U.S. Communities, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 597)
(Procurement)
- F Non-City Entities Represented By City Commission:
1. Minutes From The Performing Arts Center Trust Board Meeting Of May 18, 2004 And Agenda For the June 14, 2004 Meeting. (Page 599)
(Requested by Commissioner Matti Herrera Bower)
- G Presentation And Report On The 2004 State Legislative Session By The City's State Lobbyists, Gary Rutledge, Fausto Gomez And Bob Levy. (Page 607)
(Economic Development)

End of Regular Agenda

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http://ci.miami-beach.fl.us



OFFICE OF THE CITY CLERK

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this forum.
2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website which is - <http://ci.miami-beach.fl.us>.
3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Tuesday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, with the approval of the City Commission, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
6. If a person wishes to address the Commission on an emergency matter, which is not listed on the agenda, there will be a period of fifteen minutes total allocated at the commencement of the Commission Meeting at 9:00 a.m. when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor and the City Commission. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes.

CITY OF MIAMI BEACH

2004 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

January 14 (Wednesday)

February 4 (Wednesday)

February 25 (Wednesday)

March 17 (Wednesday)

April 14 (Wednesday)

May 5 (Wednesday)

May 26 (Wednesday)

June 9 (Wednesday)

July 7 (Wednesday)

July 28 (Wednesday)

August City Commission in Recess – NO MEETINGS

September 8 (Wednesday)

October 13 (Wednesday)

November 10 (Wednesday)

December 8 (Wednesday)

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: July 7, 2004

FROM: Murray H. Dubbin *MH Dubbin*
City Attorney

SECOND READING
PUBLIC HEARING

SUBJECT: AN ORDINANCE AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE ENTITLED "HUMAN RELATIONS" BY AMENDING ARTICLE II THEREOF ENTITLED "DISCRIMINATION" TO PROVIDE A DEFINITION FOR GENDER.

Pursuant to the request of Commissioner Luis Garcia, the Neighborhood/Community Affairs Committee considered amending the City's Human Rights Ordinance to add a definition for gender. The above referenced Ordinance is submitted for consideration by the Mayor and City Commission for first reading. This Ordinance amends the Human Rights Ordinance to provide a definition for the word "gender." Such an amendment has been recommended by the Neighborhood/Community Affairs Committee.

Agenda Item 25A
Date 7-7-04

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE ENTITLED "HUMAN RELATIONS"; BY AMENDING ARTICLE II THEREOF ENTITLED "DISCRIMINATION" BY AMENDING SECTION 62-31 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "GENDER" TO BE UTILIZED IN ARTICLE II; BY AMENDING SECTION 62-32 ENTITLED "PURPOSE; DECLARATION OF POLICY"; BY AMENDING SECTION 62-88.1 ENTITLED "DISCRIMINATION IN PUBLIC SERVICES"; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission enacted a Human Rights Ordinance on December 2, 1992, to secure for all individuals within the City of Miami Beach freedom from discrimination in housing, employment and public accommodations on account of race, color, national origin, sex, sexual orientation, age, handicap, marital status or familial status; and

WHEREAS, the City Commission believes that the Human Rights Ordinance should be strengthened by adding the prohibition of discrimination because of gender with a definition including but not limited to sex, and that these amendments are desirable for the welfare of the residents of the City of Miami Beach, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Sec. 62-31 of Chapter 62 of the Miami Beach City Code is amended to read as follows:

Chapter 62

HUMAN RELATIONS

* * *

Article II. Discrimination

* * *

Sec. 62-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Classification category means each category by which discrimination is prohibited as set forth within section 62-32. These categories are as follows: race, color, national origin, religion, ~~sex~~, gender, sexual orientation, disability, marital status, familial status, or age.

* * *

Gender includes but is not limited to sex, pregnancy, child birth, or medical conditions related to pregnancy or child birth, gender-related self-identity, self-image, appearance, expression or behavior whether or not such gender-related characteristics differ from those associated with the individual's assigned sex at birth.

* * *

Sex means the state of being a male or female.

Sexual orientation means the condition of being heterosexual, homosexual, or bisexual.

SECTION 2. That Sec. 62-32 of Chapter 62 of the Miami Beach City Code is amended to read as follows:

Sec. 62-32. Purpose; declaration of policy.

The general purpose of this article and the policy of the city, in keeping with the laws of the United States of America and the spirit of the state constitution, is to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain employment, housing and public accommodations of the person's choice in the city without regard to race, color, national origin, religion, ~~sex~~, gender, sexual orientation, disability, marital status, familial status, or age, and, to that end, to prohibit discrimination in employment, housing and public accommodations by any person.

* * *

SECTION 3. That Sec. 62-88.1 of Chapter 62 of the Miami Beach City Code is amended to read as follows:

Sec. 62-88.1. Discrimination in public services.

No individual shall, by reason of race, color, national origin, religion, sex, gender, sexual orientation, marital status, familial status, or age, nor any qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the public services of the city, or be subjected to discrimination by the city.

* * *

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect on the ____ day of _____, 2004.

PASSED AND ADOPTED this ____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

F:\atto\PAPD\Human Rights Ordinance Amendment.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/17/04

Date

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: July 7, 2004

FROM: Murray H. Dubbin
City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE ENTITLED "HUMAN RELATIONS" BY ADDING ARTICLE IV THERETO TO PROVIDE FOR REGISTERED DOMESTIC PARTNERS.

Pursuant to the request of Commissioner Luis Garcia, the above referenced Ordinance is submitted for consideration by the Mayor and City Commission for first reading. This Ordinance was considered and recommended, in substance, by the Neighborhood/Community Affairs Committee. The Ordinance adds a new Article IV to Section 62 of the Code ("Human Relations"), allowing for Registered Domestic Partnerships for those wishing to register who meet the eligibility requirements, and granting certain rights including health care visitation and health care decisions, among other rights, to the extent not superseded by federal, state, or county law or ordinance.

This Ordinance is independent of Article III of Chapter 62 which provides certain rights and benefits for certified City employee Domestic Partners.

The major differences between Article III of Chapter 62 and the new Ordinance are as follows:

1. Article III applies only to City employees, and their rights and benefits, while the new Ordinance applies to anyone and grants certain other rights.
2. Article III is not available to those related by blood, while the new Ordinance is available to those related by blood.
3. Article III requires a minimum six month duration of the relationship, while the new Ordinance has no time duration requirement prior to registration.
4. Article III requires documentation and an affidavit of financial reliance, while the new Ordinance requires only a declaration of a Registered Domestic Partnership.

MHD/ym

Agenda Item R5B

1700 Convention Center Drive -- Fourth Floor -- Miami Be

Date 7-7-04

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE, ENTITLED “HUMAN RELATIONS”, BY ADDING AN ARTICLE IV THERETO ENTITLED “REGISTERED DOMESTIC PARTNERSHIPS” WHICH PROVIDES FOR REGISTERED DOMESTIC PARTNERSHIPS AND SETS FORTH THE RIGHTS AND LEGAL EFFECTS OF SUCH PARTNERSHIPS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City to be responsible to the changing needs of society and to treat all persons fairly and equitably; and

WHEREAS, the City recognizes that long-term committed relationships foster economic stability and emotional and psychological bonds; and

WHEREAS, the City has adopted a human rights ordinance and seeks to comply with the full spirit of it; and

WHEREAS, the City, independent of the rights and benefits provided by Article III of Chapter 62 for City employees, wishes to afford persons the ability to become a Registered Domestic Partner with certain legal rights.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 62 of the Miami Beach City Code is hereby amended by adding an Article IV thereto, as follows:

ARTICLE IV. REGISTERED DOMESTIC PARTNERSHIPS

Sec. 62-130. Definitions.

“Committed relationship” means a family relationship, intended to be of indefinite duration, between two individuals characterized by mutual caring and the sharing of a mutual residence.

“Mutual residence” means that the Registered Domestic Partners share the same place to live. It is not necessary that the legal right to possess the place of residence be in both of their names. Two people may share a mutual residence even if one or both have additional places to live. Registered Domestic Partners do not cease to share a mutual residence if one leaves the shared place but intends to return.

“Declaration of Registered Domestic Partnership” means the document that is filed with the City Clerk’s office according to the procedures established in section 62-131.

A “dependent” is a person who resides within the household of a Registered Domestic Partnership and is:

1. a biological, adopted, or foster child of a Registered Domestic Partner; or
2. a dependent as defined under IRS regulations; or
3. a ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.

“Registered Domestic Partnership” means committed relationship between two persons who consider themselves to be a member of each other's immediate family and have registered their partnership in accordance with section 62-131.

Sec. 62-131. Registration, amendment, termination and administration procedures.

(a) Registration.

(1) Declaration of Registered Domestic Partnership. A declaration of Registered Domestic Partnership shall be filed with the City Clerk’s office and shall contain the names and addresses of the applicants who shall swear or affirm under penalty of perjury that each partner:

- a. Is at least 18 years old and competent to contract;
- b. Is not married to or a member of another Registered Domestic Partnership or civil union with anyone other than the co-applicant;
- c. Agrees to share the common necessities of life and to be responsible for each other's welfare;
- d. Shares his or her primary residence with the other;
- e. Considers himself or herself to be a member of the immediate family of the other partner; and

- f. Agrees to immediately notify the City Clerk's office, in writing, of any change in the status of the Registered Domestic Partnership.
- g. Agrees to mutually support the other by contributing in some fashion, not necessarily equally, to maintain and support the Registered Domestic Partnership.
- (2) Each partner agrees to immediately notify the City Clerk's office, in writing, if the terms of the Registered Domestic Partnership are no longer applicable or one of the domestic partners wishes to terminate the domestic partnership.
- (b) Amendment
A Registered Domestic Partner may amend a Registered Domestic Partnership previously filed with the City Clerk to show a change in his or her household address or to add or delete dependents. Amendments shall be signed by both members of the Registered Domestic Partnership under penalty of perjury.
- (c) Termination.
(1) Termination statement. A Registered Domestic Partner may terminate the Registered Domestic Partnership by filing a termination statement with the City Clerk's office. The person filing the termination statement shall swear or affirm under penalty of perjury that:
a. The Registered Domestic Partnership is to be terminated; and
b. If the termination statement is not signed by both Registered Domestic Partners, a copy of the termination statement shall be served, by certified or registered mail, on the other Registered Domestic Partner, and proof of service shall be filed with the City Clerk's office.
(2) Effective date. The termination shall become effective on the date of filing of the termination statement signed by both Registered Domestic Partners or if the termination statement is not signed by both parties, on the date proof of service is filed with the City Clerk's office pursuant to subsection (c)(1)b., above.
(3) Automatic termination. A Registered Domestic Partnership shall automatically terminate in the event that one of the Domestic Partners dies, marries, or enters into a civil union with someone other than his or her Registered Domestic Partner.
- (d) Administration.
(1) Forms. The City Clerk's office shall provide forms for the establishment, amendment, and termination of Registered Domestic Partnerships.
(2) Certificate of Registered Domestic Partnership. The City Clerk's office shall issue to the Registered Domestic Partners a certificate of Registered Domestic Partnership no later than ten business days after the declaration of Registered Domestic Partnership is filed.
(3) Maintain records. The City Clerk's office shall maintain copies of the declaration of Registered Domestic Partnerships, any and all amendments thereto, certificates of Registered Domestic Partnership, and termination statements filed by Registered Domestic Partners.

(4) Fees. The fee for registering the declaration of Registered Domestic Partnership shall be \$50.00, which shall cover all costs of registration. The fee for amending or terminating the declaration of Registered Domestic Partnership shall be \$25.00 which shall cover all costs of amendment or termination of the Registered Domestic Partnership.

Sec. 62-132. Rights and Legal Effect of Registered Domestic Partnership

To the extent not superseded by federal, state, or county law or ordinance, Registered Domestic Partners shall have the following rights:

(a) Health care facility visitation.

The term “health care facility” includes, but is not limited to, hospitals, convalescent facilities, walk-in clinics, doctor’s offices, mental health care facilities, and other short and long term facilities located within, or under the jurisdiction of, the City of Miami Beach. All health care facilities operating within the City of Miami Beach shall allow a Registered Domestic Partner the same visitation rights as a spouse (or parent, if the patient is a dependent of the Registered Domestic Partnership) of the patient. A dependent of a Registered Domestic Partner shall have the same visitation rights as a patient’s child.

(b) Correctional facility visitation rights.

The term “correctional facility” includes, but is not limited to, holding cells, jails, and juvenile correction centers of any kind, located within or under the jurisdiction of the City of Miami Beach. A Registered Domestic Partner shall have the same visitation rights at all correctional facilities operating within the City of Miami Beach as a spouse (or parent, if the person in custody is a dependent of the Registered Domestic Partnership) of a person in custody. A dependent shall have the same visitation rights afforded to the child of a person in custody.

(c) Health care decisions.

This section pertains to decisions concerning both physical and mental health. If a patient lacks the capacity to make a health care decision, the patient’s Registered Domestic Partner shall have the same authority as a spouse to make a health care decision for the incapacitated party. If the patient is a dependent of the Registered Domestic Partnership, the Registered Domestic Partners shall have the same authority to make health care decisions as a parent; however, if a biological parent of a minor dependent, whose parental rights have not been terminated, is available, willing, and competent to make the health care decision, the biological parents’ authority to make health care decisions on behalf of the minor shall supersede that of a Registered Domestic Partner who is not the biological parent of the minor dependent.

(d) Participation in Education.

A Registered Domestic Partner shall have the same rights to participate in the education of a dependent of the Registered Domestic Partnership as a parent to participate in the education of their child, in all educational facilities located within or under the jurisdiction of the City

of Miami Beach. This includes the right of a Registered Domestic Partner to participate in the home schooling of a dependent in accordance with Florida law.

(e) Funeral/Burial decisions.

Following the death of a Registered Domestic Partner, the surviving partner shall have the same rights to make decisions with regard to funeral/burial decisions and disposition of the decedent's body as a surviving spouse.

(f) Notification of family members.

In any situation providing for mandatory or permissible notification of family members, including but not limited to notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include Registered Domestic Partners.

(g) Preneed guardian designation.

Any person who is registered as a Registered Domestic Partner pursuant to this Chapter shall have the same right as any other individual to be designated as a preneed guardian pursuant to section 744.3045, Florida Statutes, and to serve in such capacity in the event of his or her declarant Registered Domestic Partner's incapacity. A Registered Domestic Partner shall not be denied or otherwise be defeated in serving the plenary guardian of his or her Registered Domestic Partner or the partner's property, under the provisions of Chapter 744, Florida Statutes, to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

Sec. 62-133. Limited effect.

(a) Nothing in this article shall be interpreted to alter, affect, or contravene county, state or federal law.

(b) Nothing in this article shall be construed as recognizing or treating a Registered Domestic Partnership as a marriage.

(c) All rights, privileges, and benefits extended to Registered Domestic Partnerships registered pursuant to this Chapter shall also be extended to all persons legally partnered in another jurisdiction.

(d) Nothing in this Chapter shall be construed to create additional legal liabilities greater than those already existing under law or to create new private causes of action.

(e) This Article is independent of Article III of Chapter 62 and does not affect any rights or benefits of City employees.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the ____ day of _____, 2004.

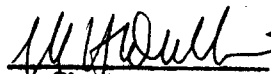
PASSED AND ADOPTED this ____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney *DR* 6-28-04
Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance of the Mayor and City Commission of the City Of Miami Beach, Florida, amending the Code of the City of Miami Beach, by amending Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreation District," clarifying purpose, providing for additional main permitted uses and prohibiting certain uses, and excluding from Floor Area required parking for adjacent properties; and Division 18, "PS Performance Standard District," modifying height, number of stories, setbacks, floor area ratios and allowing required parking in the CPS-1 and CPS-3 zoning districts for defined properties, clarifying how such required or public parking relates to floor area and is allowed, and floor area is distributed, through covenants in lieu of unity of title.

Issue:

Amendments to the current land development regulations of the City Code to match developments according to a concept plan as part of the settlement agreement with the Portofino Entities.

Item Summary/Recommendation:


After a series of down-zonings citywide in 1998, and the denial of a request in 2001 for the re-zoning of the "Alaska" parcel, a number of the Portofino Entities initiated litigation against the City and the Florida Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court, U.S. District Court and the Florida Division of Administrative Hearings. As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require modifications to the Land Development Regulations (LDRs) of the City Code as they relate to MR, Marine Recreational permitted and prohibited uses, and what is and not included in FAR calculations; development regulations for other properties located within the CPS-1, 2, 3 and 4 zoning districts further explained in the analysis portion of this report.

The Administration recommends that the City Commission conduct a first reading of the proposed ordinance and set a second reading public hearing for the July 28, 2004 meeting.

Advisory Board Recommendation:

The Planning Board at its June 22, 2004 meeting made the following Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

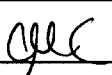
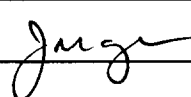
Financial Information:

| Source of Funds:  Finance Dept. | | Amount | Account | Approved |
|---|--------------|---------------|----------------|-----------------|
| | 1 | | | |
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| | 4 | | | |
| | Total | | | |

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|----------------------------|---|---|
| |  |  |

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AGENDA ITEM

R5C

DATE

323 7-7-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

FIRST READING

Subject: AMENDMENTS TO TEXT OF LAND DEVELOPMENT REGULATIONS (LDRs).

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission conduct a first reading and set a second reading public hearing for the July 28, 2004 meeting.

BACKGROUND

After a series of down-zonings citywide in 1998, and the denial of a request in 2001 for the re-zoning of the "Alaska" parcel, a number of the Portofino Entities initiated litigation against the City and the Florida Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court, U.S. District Court and the Florida Division of Administrative Hearings.

As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require modifications to the Land Development Regulations (LDRs) of the City Code as they relate to MR, Marine Recreational permitted and prohibited uses, and what is and not included in FAR calculations; development regulations for other properties located within the CPS-1, 2, 3 and 4 zoning districts further explained in the analysis portion of this report.

ANALYSIS

The proposed amendments to the LDRs accomplish the following:

MR, Marine Recreational:

- Additional permitted uses such as residential; parks; baywalks; public facilities, required parking for adjacent properties not separated by road or alley.
- Would prohibit dance halls and entertainment establishments as a main permitted or accessory use.
- Although not changing the current FAR of 0.25, the required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

The amendment to the PS, Performance Standard District includes:

- Includes a definition for all the properties that will be affected by the changes to the development regulations.

CPS-1:

- Maximum height: from 40 feet to 75 feet for properties in Block 51 and Block 52 not part of the DRI, and Block 1.
- Maximum number of stories: from 4 to 8 for the subject properties in Blocks 51, 52 and 1.
- FAR: from 1.0 for commercial development to 1.5 regardless of the type of development for the subject properties in Blocks 51 and 52; and 2.0 for the subject properties in Block 1. It should be further noted that the current regulations increase the FAR from 1.0 to 1.25 for mixed-use projects and 1.5 for residential project.
- Residential and hotel development in CPS-1: eliminates the current exemption for these types of developments that allows them a maximum height of 75 feet and replaces the original maximum height of 40 feet for those properties not affected by these amendments.

CPS-2:

- Residential and hotel development in CPS-2: eliminates the current exemption for these types of developments that allows them a maximum height of 75 feet and replaces the original maximum height of 50 feet for those properties east of Lenox Avenue.

CPS-3:

- Residential and hotel development in CPS-3: the FAR for the Goodman Terrace/Hinson Parcels is proposed to be modified to achieve 296,000 square feet with is estimated to be a 3.1 FAR; the unlimited height provision is being removed and replaced with a maximum height of 300 feet for the Goodman Terrace/Hinson Parcels.

C-PS4:

- Residential and hotel development in CPS-4: the unlimited height provision is being removed.

The proposed changes also include amendments increasing the front setbacks and decreasing the rear setbacks for the pedestal and tower for the subject properties in Blocks 1, 51 including the swap properties and 52, as well as other amendments specified in the attached ordinance.

These changes are the result of a settlement agreement that has been accepted by the City Commission in the "term sheet" presented on February 25, 2004. As previously stated, the proposed amendments to the LDRs seek to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve these issues, which are believed to be in the mutual best interests of both parties.

The Planning Board, as the City's Land Planning Agency, reviewed the proposed ordinance on June 22, 2004 and provided the following comments to the City Commission relative to the Concept Plan and accompanying LDR amendments, recommending adoption of the ordinance. The Design Review Board also reviewed the proposed concept plan; their comments are also included below.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.

- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will be created on Block 52.
- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004.

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the proposed Land Development Regulations before 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

The City Commission should address the proposed use of the approximately 9,500 sf of allocated FAR retained by the Developer on the Alaska parcel and determine if:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 4 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

In either scenario, the City would still retain its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Land Development Regulation amendments before 2nd reading.

CONCLUSION

Pursuant to Section 118-164(1) of the City Code, when the proposed amendment changes the actual list of permitted, conditional or prohibited uses in a zoning category, or changes the actual zoning map designation for a parcel or parcels of land and, in either case, the proposed amendment involves less than ten contiguous acres, the City Clerk shall notify by mail the owners of record of land lying within 375 feet. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of such notice shall be kept available for public inspection during the regular business hours of the office of the City Clerk. The City Commission shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others, have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM West Side Partners, Ltd.; and

WHEREAS, the Mayor and City Commission have heretofore approved a Settlement Agreement, in concept, by and between the City and East Coastline, West Side, and other related parties, with respect to the above-noted litigation, pursuant to Resolution No.2004-25509, adopted on February 25, 2004; and

WHEREAS, the Mayor and City Commission approved a formal Settlement Agreement to like effect, pursuant to Resolution No. _____, adopted on _____, 2004; and

WHEREAS, Section _____ of the Settlement Agreement provides, among other things, for consideration of a Concept Plan (the "Concept Plan") for the properties known as the Alaska Parcel, the Goodman Terrace and Hinson Parcels, Blocks 51 and 52 and Block 1 (the "Affected Properties"), by the Mayor and City Commission, and other City boards; and

WHEREAS, the Concept Plan has undergone citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and has also been reviewed by the City staff, the Planning Board, and the Design Review Board, all of whom have recommended approval thereof; and

WHEREAS, the Concept Plan has been approved by the City Commission through the adoption of Resolution No. _____, passed and adopted on the ____ day of ___, 2004; and

WHEREAS, the developments contemplated by the Settlement Agreement and Concept Plan require certain changes to the City's Land Development Regulations; and

WHEREAS, this Ordinance is being adopted to allow implementation of that Settlement Agreement and Concept Plan through the adoption of certain changes to the Land Development Regulations to permit the developments contemplated in such Agreement and Plan to proceed; and

WHEREAS, these amendments to the Land Development Regulations were not required by the Settlement Agreement but were independently determined and recommended appropriate for adoption by the City staff and the Planning Board, based upon public input after public hearing, following all requirements of procedural due process attendant thereto; and

WHEREAS, full legal descriptions of the Affected Properties are contained in Exhibits attached to this Ordinance, and shortened descriptions of such properties will be codified in the amendments below.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreational Use", Section 142-511, "Purpose," and Section 142-512, "Main permitted uses," of the Land Development Regulations, are hereby amended to read as follows¹:

Sec. 142-511. Purpose.

The MR marine recreation district is a waterfront district designed to accommodate recreational boating activities, recreational facilities, accessory uses and service facilities.

Sec. 142-512. Main permitted uses.

The main permitted uses in the MR marine recreation district are marinas; boat docks; piers; etc. for noncommercial or commercial vessels and related upland structures; aquarium; restaurants; and commercial uses; residential; parks; baywalks; public facilities, required parking for adjacent properties not separated by road or alley. Dance halls and entertainment establishments are not permitted as a main permitted or accessory use.

¹ Underlining indicates insertions and strike-through indicates deletions.

SECTION 2. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 12, “MR- Marine Recreation Use”, Section 142-515, “Development Regulations,” of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-515. Development regulations.

There are no lot area, lot width or unit area or unit size requirements in the MR marine recreation district. The maximum floor area ratio, building height and story requirements are as follows:

- (1) Maximum floor area ratio is 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.
- (2) Maximum building height is 40 feet.
- (3) Maximum number of stories is four.

SECTION 3. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 18, “PS Performance Standard District”, Section 142-698, of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-698. Commercial performance standard area requirements.

- (a) Definitions. For purposes of this district, the following parcels are defined as set forth below:

- (1) The “Block 51 Properties” shall mean Lots 5-9, 11, 12, 18-30 (and adjacent 10 ft. strip of land), Block 51, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
- (2) The “Block 51 Swap Property” shall mean Lot 4, Block 51, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
- (3) The “Block 52 Properties” shall mean Lots 4-11, Block 52, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
- (4) The “Block 1 Properties” shall mean Lots 1-3, 5-13 (and alley adjacent thereto), 17, Block 1, Ocean Beach Florida, PB2, Pg38, Public Records of Miami-Dade County.
- (5) The “Goodman Terrace and Hinson Parcels” shall mean those properties commonly known as the Goodman Terrace and Hinson Parcels, located south of South Pointe Drive and West of Washington Avenue, whose legal description is on file in the City Clerk’s Office.
- (6) The “Retail Parcel” shall mean the commercial building located south of South Pointe Drive, between Washington Avenue and the theoretical extension of Collins Avenue.

The commercial performance standard area requirements are as follows:

| | Commercial Subdistricts | | | |
|-------------|-------------------------|-------|-------|-------|
| Performance | C-PS1 | C-PS2 | C-PS3 | C-PS4 |

| | | | | |
|--------------------------------------|---|---|--|--|
| Standard | | | | |
| Minimum lot area | 6,000 square feet | 6,000 square feet | 6,000 square feet | 6,000 square feet |
| Minimum lot width | 50 feet | 50 feet | 50 feet | 50 feet |
| Maximum building height | 40 feet; 75 feet for the Block 51 Properties, the Block 51 Swap Property; Block 52 Properties, and Block 1 Properties. | 50 feet--East of Lenox Avenue 75 feet--West of Lenox Avenue | Non-oceanfront--80; Oceanfront--100 feet | 150 |
| Maximum number of stories | 4; 8 for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties, and Block 1 Properties | 5--East of Lenox Avenue 7--West of Lenox Avenue | Non-oceanfront--8; Oceanfront--11 | 16 |
| Maximum floor area ratio | 1.0; 1.5 for the Block 51 Properties and Block 52 Properties; 2.0 for the Block 1 Properties | 2.0 | 2.5 | 2.5 |
| Residential and/or hotel development | Pursuant to all R-PS2 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet as provided in CPS-1. | Pursuant to all R-PS3 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet as provided in CPS-2. | Pursuant to all R-PS4 district regulations except maximum floor area ratio shall be 2.5; on the Goodman Terrace and Hinson Parcels, the FAR shall be that necessary to achieve 296,000 sq. ft. (estimated at 3.1 FAR), no height restriction 30 stories and 300 ft. height maximum for the Goodman Terrace | Pursuant to all R-PS4 district regulations, except maximum floor area ratio shall be 2.5, no height restriction and open space ratio 0.60 measured at or above grade |

| | | | | |
|---|--|--|--|--|
| | | | and Hinson Parcels, and open space ratio 0.60 measured at or above grade | |
| Minimum apartment unit size (square feet) | New construction—650 Rehabilitated buildings--400 | New construction-- 600 Rehabilitated buildings--400 | New construction-- 550 Rehabilitated buildings--400 | New construction-- 550 Rehabilitated buildings--400 |
| <u>Minimum</u> Average apartment unit size (square feet) | New construction-- 900 Rehabilitated buildings--550 | New construction-- 850 Rehabilitated buildings--550 | New construction-- 800 Rehabilitated buildings--550 | New construction-- 800 Rehabilitated buildings--550 |
| Minimum floor area per hotel unit (square feet) | 15% = 300--335 square feet; 85% = 335 + square feet in all districts. | | | |
| Minimum parking requirements | Pursuant to chapter 130 and section 142-702 requirement. | | | |
| Minimum off-street loading | Pursuant to chapter 130. | | | |
| Signs | Pursuant to chapter 138. | | | |

Notwithstanding the above height restrictions, existing structures within a local historic district are subject to section 142-1161.

Notwithstanding the above floor area ratio limits, public parking provided by or to the City in excess of parking required for a specific use, and 75 spaces of required parking located on Block 51 for the Retail Parcel pursuant to a covenant under section 130-36, shall not be counted as permitted floor area. Further, the floor area on the Block 51 Properties and the Block 51 Swap Property may be distributed among such properties by covenant in lieu of unity of title.

SECTION 4. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 18, “PS Performance Standard District”, Section 142-699, “Setback requirements in the C-PS1, 2, 3, 4 districts,” of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-699. Setback requirements in the C-PS1, 2, 3, 4 districts.

(a) The setback requirements in the C-PS1, 2, 3, 4 districts are as follows:

| | Front | Side, Interior | Side, Facing a Street | Rear |
|--|--|--|---|---|
| Subterranean | 0 feet | 0 feet | 0 feet | 0 feet |
| Pedestal and tower (non- oceanfront) | 0 feet; <u>for</u> <u>residential, 5 feet;</u> <u>20 feet from</u> | 7.5 feet when abutting a residential district, | 0 feet Residential uses shall follow the R- | 10 feet when abutting a residential district, |

| | | | | |
|---------------------------------|---|--|--|---|
| | adjacent streets above the first 40 feet in height for the Block 1 Properties, Block 51 Properties, Block 51 Swap Property and Block 52 Properties. | otherwise none. Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697) | PS1, 2, 3, 4 setbacks (See section 142-697) | otherwise--5 feet; 3.5 feet for the Block 1 Properties, Block 51 Properties, Block 51 Swap Property and Block 52 Properties. Unless separated by a waterway--None |
| Pedestal and tower (oceanfront) | Pedestal--15 feet Tower--20 feet plus one foot for every one foot increase in height above 50 feet, to a maximum of 50 feet, then shall remain constant | Commercial uses--10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697) | Commercial uses--10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697) | 25% of lot depth, 75 feet minimum |
| Parking lots and garages | If located on the same lot as the main structure the above setbacks shall apply, if primary use the setbacks are listed in section 142-1132(n). | | | |

(b) All required setbacks shall be considered as minimum requirements except for the pedestal front yard setback and the pedestal side yard facing a street setback, which shall be considered as both a minimum and maximum requirements, except for the Goodman Terrace and Hinson Parcels.

(c) For lots greater than 100 feet in width the front setback shall be extended to include at least one open court with a minimum area of three square feet for every linear foot of lot frontage.

SECTION 5. Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations," Division 18, "PS Performance Standard District", Section 142-700, "Mixed use buildings," of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-700. Mixed use buildings.

The calculation of setbacks and floor area ratio for mixed use buildings shall be as follows:

(1) Setbacks. When more than 25 percent of the total area of a building in a C-PS district is used for residential or hotel units, any floor containing such units shall follow the R-PS1, 2, 3, 4 setback regulations.

(2) Floor area ratio. When at least 75 percent of the linear frontage of the building at the ground floor level is used for commercial uses, the floor area ratio shall follow the range of the commercial district in which the building is located. In all other instances the floor area ratio

range shall follow the floor area ratios as follows: In the C-PS1 district, the floor area ratio as set forth in the R-PS1 district; in the C-PS2 district, the floor area ratio as set forth in the R-PS2 district; in the C-PS3 district, the floor area ratio as set forth in the R-PS3 district; in the C-PS4 district, the floor area ratio as set forth in the R-PS4 district.

(3) Notwithstanding the above, the properties defined in section 142-698(a), except the Retail Parcel, shall be governed by the development regulations in sections 142-698 and 142-699.

SECTION 6. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 8. CODIFICATION. It is the intention of the City Commission that this Ordinance be entered into the Code, and it is hereby ordained that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect ten days after adoption.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

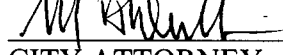
MAYOR

VERIFIED


PLANNING DIRECTOR

DATE

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



CITY ATTORNEY



7-2-04

DATE

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving a Settlement Agreement by and among East Coastline Development, LTD., Westside Partners, LTD., and other entities collectively known as The "Portofino Entities," and certain successors in interest that are part of the Related Group of Florida, known as the "Related Entities," and the City of Miami Beach and the Miami Beach Redevelopment Agency, concerning litigation over certain parcels in the South Pointe area of Miami Beach known as the Alaska Parcel, Goodman Terrace, the Hinson Parcel, Blocks 51, 52 and Block 1, and including a portion of the Federal Triangle, and authorizing the Mayor and City Clerk to execute such Agreement, and the taking of necessary and appropriate steps for the implementation thereof.

Issue:

Shall the Mayor and City Commission discuss and provide the City Administration and City Attorney further direction on negotiations and implementation thereof?

Item Summary/Recommendation:

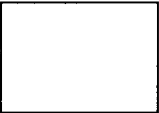
The attached Resolution contemplates the approval of a Settlement Agreement, which the Administration and City Attorney's Office have negotiated, subject to certain approvals, based upon the Term Sheet and the attached Concept Plan. In today's agenda, consistent with the Concept Plan, there are various amendments to the Land Development Regulations and the Comprehensive Plan, collectively, which are necessary to implement the terms of the Settlement Agreement.

The City Commission should discuss the pertinent sections of the Settlement Agreement and the Concept Plan and direct the Administration relative to policy matters that may affect the agreement amongst the parties, so those items properly reflected within the Settlement Agreement and the related development regulations are consistent and reflective of the parties' understanding.

Advisory Board Recommendation:

Design Review Board – June 15, 2004 – Approval
Planning Board – June 22, 2004 - Approval


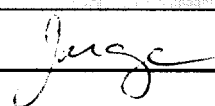
Financial Information:

| Source of Funds:  Finance Dept. | | Amount | Account | Approved |
|--|-------|--------|---------|----------|
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|---|---|
| |  |  |

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AGENDA ITEM R7A
DATE 7-7-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT BY AND AMONG EAST COASTLINE DEVELOPMENT, LTD., WESTSIDE PARTNERS, LTD., AND OTHER ENTITIES COLLECTIVELY KNOWN AS THE "PORTOFINO ENTITIES," AND CERTAIN SUCCESSORS IN INTEREST THAT ARE PART OF THE RELATED GROUP OF FLORIDA, KNOWN AS THE "RELATED ENTITIES," AND THE CITY OF MIAMI BEACH AND THE MIAMI BEACH REDEVELOPMENT AGENCY, CONCERNING LITIGATION OVER CERTAIN PARCELS IN THE SOUTH POINTE AREA OF MIAMI BEACH KNOWN AS THE ALASKA PARCEL, GOODMAN TERRACE, THE HINSON PARCEL, BLOCKS 51, 52 AND BLOCK 1, AND INCLUDING A PORTION OF THE FEDERAL TRIANGLE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AGREEMENT, AND THE TAKING OF NECESSARY AND APPROPRIATE STEPS FOR THE IMPLEMENTATION THEREOF.**

RECOMMENDATION

Discuss and provide the City Administration and City Attorney further direction on negotiations and implementation thereof.

ANALYSIS

East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others (collectively "the Portofino Entities"), initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Florida Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM. Some of the properties at issue in the litigation have been conveyed to one or more companies that are part of The Related Group (the "Related Entities").

The Mayor and City Commission have heretofore approved a "Term Sheet," settling in concept the above litigation, by Resolution No. 2004-25509, adopted on February 25, 2004 and finalized on March 8, 2004 (copy attached). Pursuant to the Term Sheet, the Related Entities and Portofino Entities have participated in a collaborative process including neighborhood residents and representatives, and City staff and consultant Alex Cooper, to prepare a Concept Plan to implement the settlement terms. On May 26, 2004, the City

Commission referred the Concept Plan to the Design Review Board and Planning Board, for review and recommendation. The City Commission further authorized the Administration to execute owner affidavits for those applications filed pursuant to the Term Sheet that involve City-owned land.

The attached Resolution contemplates the approval of a Settlement Agreement, which the Administration and City Attorney's Office have negotiated, subject to certain approvals, based upon the Term Sheet and the attached Concept Plan. In today's agenda, consistent with the Concept Plan, there are various amendments to the Land Development Regulations and the Comprehensive Plan, collectively, which are necessary to implement the terms of the Settlement Agreement.

Additionally, as directed on May 26, 2004 by the City Commission, the Planning Board and the Design Review Board have reviewed the settlement and have provided the following comments to the City Commission relative to the Concept Plan and accompanying Land Development Regulation amendments, and unanimously recommended approval of the settlement.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will

be created on Block 52.

- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004.

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the attached Settlement Agreement and proposed Land Development Regulations before 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

The City Commission should address the proposed use of the approximately 9,500 sf of allocated FAR retained by the Developer on the Alaska parcel and determine if:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City (Refer to Option 1 attached), or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 4 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City (Refer to Option 2 attached).

In either scenario, the City would still retain its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Settlement Agreement and Land Development Regulation amendments before 2nd reading.

SETTLEMENT AGREEMENT TERMS:

The Settlement Agreement specifically provides for the following:

Conditions of Approval: Final Approvals will be deemed to have been granted once all development approvals have been obtained and are no longer subject to appeals, but in no event later than December 24, 2004, which date may be extended by mutual agreement by the parties. The Concept Plan must be approved by September 30, 2004, and the Development Approvals granted no later than October 15, 2004.

Conveyance of Alaska: The Developer will deed approximately 80,450 sf of Alaska to the City, which land area may increase to approximately 87,550 sf upon the City Commission's consideration of the Option 1 and Option 2 scenarios described above. The Developer will retain a construction staging easement and a 15 foot maintenance easement and underground encroachment easement. The City will also obtain a cladding easement permitting the City to berm up to and landscape the southern façade of the Developer's parking pedestal and/or connect any desired public improvement, an underground encroachment easement and a \$10,000,000 title policy.

Conveyance of the Federal Triangle: The original settlement terms contemplated the City deeding approximately 3,150 sf of the Federal Triangle in exchange for the Developer deeding approximately 3,150 sf of additional land from Alaska, subject to Federal Government approval. At this time, based on the Concept Plan it is anticipated that the Developer will only require approximately 450 sf of the Federal Triangle and a like amount will be deeded to the City. However, the attached Settlement Agreement provides for "not more than 4,178 sf" of property from the Federal Triangle being deeded in exchange for an equal amount of land from Alaska, to afford the parties the maximum flexibility during the Neighborhood collaborative planning process to finalize the Concept Plan. However, as previously stated, it is contemplated that not more than 450 sf will be exchanged based on the attached Concept Plan. Additionally, the federal government has preliminarily indicated its favorable consideration of the proposed exchange.

Boat Basin: The original settlement terms contemplated the Parties would evaluate the navigability of the Boat Basin to determine whether it should be retained. At this time, and based upon input during the collaborative planning process, the attached Concept Plan reflects the boat basin being retained and providing a 70 foot set back to the Developer's improvements. The Settlement Agreement still reflects the Developer's affirmative action to pursue approvals to fill in and/or bridge over the existing boat basin and the City's cooperation in connection therewith. However, it is anticipated that any such decision will be made at the time of the City undertaking a separate planning process for the design and development of South Pointe Park and the portion of the Alaska parcel deeded to the City.

Baywalk & Seawall: As contemplated in the original settlement terms, the Developer will construct a baywalk across the waterfront edge of the Alaska and Federal Triangle and Hinson parcels. The City must submit design guidelines within 12 months of the date of this Agreement for said improvements to be constructed no later than the TCO for the tower to be built on Goodman and Hinson or the Developer will provide a performance bond to the City to guarantee completion of the baywalk and seawall work, to be completed within 12 months from the date of permit issuance.

Washington Avenue Extension: As contemplated in the original settlement terms, the Developer will deed approximately 42,000 sf of the Washington Avenue Extension before a building permit is issued for the residential tower to be developed on Goodman/Hinson, subject to a covenant to rebuild for FAR and setback purposes.

Block 51: As contemplated in the original settlement terms, the City will convey the end lots comprised of approximately 7,726 sf to the Developer, allow for a bridging over the alley, permit required parking up to 75 spaces for the Shops at Portofino (not to exceed 2.0 FAR), and required parking for the Ramos lots pursuant to a covenant-in-lieu of unity of title.

Block 1: The Development Approvals, in Exhibit C to the Settlement Agreement, include reference to the vacation of Ocean Court south of Lots 4 and 14. A separate agenda item, is setting a public hearing on July 28, 2004, to consider the subject vacation in favor of Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd.

Deceleration Lane: Subject to obtaining the appropriate regulatory approval, the Developer will, at its sole cost and expense, construct a deceleration lane at the south side of I-395 as it intersects the west side of Alton and such work will be completed prior to issuance of a final CO for ICON or within 12 months of obtaining all regulatory approvals.

Concept Plan: The Concept Plan for the Alaska/Goodman/Hinson parcels and Blocks 1, 51 and 52 are attached and as described above, the City Commission should discuss the options provided and considered through the collaborative planning process. The final approved Concept Plan will be attached to the Settlement Agreement and will set forth the framework and govern certain elements pertaining to the future development of the parcels.

City Garage or other Public Facility: Within 12 months of the date of this Settlement Agreement, the City must develop a concept plan for public parking and/or other public facility within South Pointe Park or upon Alaska that the City desires the Developer to construct at its cost, and City expense.

DRI: Within 90 days after issuance of final CO's, the Developer will amend the DRI to reflect the as built status of the properties and release any remaining unused trips attributable and reserved pursuant to the DRI.

The City Commission should discuss the pertinent sections of the Settlement Agreement and the Concept Plan and direct the Administration relative to policy matters that may affect the agreement amongst the parties, so those items properly reflected within the Settlement Agreement and the related development regulations are consistent and reflective of the parties' understanding.

CONCLUSION

The Administration recommends discussing the attached Settlement Agreement by and among East Coastline Development, Ltd., Westside Partners, Ltd., and other entities collectively known as the "Portofino Entities," and certain successors in interest that are part of the Related Group of Florida, known as the "Related Entities," and the City of Miami Beach and the Miami Beach Redevelopment Agency, concerning litigation over certain parcels in the South Pointe area of Miami Beach known as the Alaska parcel, Goodman Terrace, the Hinson parcel, blocks 51, 52 and block 1, and including a portion of the Federal Triangle, and providing the City Administration and City Attorney further direction on negotiations and implementation thereof.

JMG/^{CMC}CMC/GMH/rar

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**PORTOFINO/RELATED – CITY OF MIAMI BEACH FINAL TERM SHEET
MARCH 8, 2004**

1. Goodman/Hinson/Alaska
 - a. Alaska Zoning remains MR; FAR remains .25; Height limit remains at 40 ft. (for the portion of Alaska retained by the Developer and for the portion of Alaska deeded to the City) and Developer will permit City to clad the Parking Pedestal on the southern façade of the garage with a use chosen by the City.
 - b. Developer will deed to City approximately 80,450 sq. ft. of Alaska (excluding Washington Avenue Extension) as shown on attached map prepared by Cooper, Robertson & Partners.
 - c. Goodman/Hinson zoning remains CPS-3; Amend LDRs to change FAR to permit 296,000 sq. ft. of buildable sq. ft., from approximately 2.5 to 3.1 (subject to final surveys), in this property in the CPS-3 district. FAR prior to downzoning was 3.5 which would have permitted approximately 335,000 SF.
 - d. Tower siting and massing subject to Concept Plan being developed and approved by the parties.
 - e. Developer will provide Street Level Retail fronting South Pointe Drive, subject to concept plan.
 - f. City will modify regulations for MR district or other regulations, or otherwise allow (i.e. covenant in lieu of Unity of Title) required parking on the northern 120' of Alaska adjacent to the southern Goodman/Hinson property line for benefit of Goodman & Hinson Tower.
 - g. The City may elect to proceed with parking garage or some amount of retail servicing the Baywalk on its portion of Alaska, up to .25 FAR, which is approximately 28,000 sq. ft., which may clad the Parking Pedestal. The City and Public may proceed to implement a preferred concept plan such as plan presented by Cooper, Robertson & Partners, to create a unified park (i.e. portion of Alaska deeded to City joined with portion of Washington Avenue Extension and South Pointe Park west of S&W), with other programmed uses.
 - h. Developer may incorporate commercial accessory uses to clad the Parking Pedestal on the east and/or west garage frontages, on its portion of Alaska, the floor area for such commercial accessory use will be limited to .25 FAR, or approximately 9,000 sq. ft. less the floor area required for the Developer's project on its portion of Alaska.
 - i. Height on Goodman/Hinson will not exceed 270 ft. and if concept plan allows, height may be increased to 300 ft.
2. Federal Triangle
 - a. If Developer obtains Federal Government approval, the City will deed to Developer approximately 3,150 sq. ft. of Federal Triangle and the Developer will deed to City approximately 3,150 sq. ft. of Alaska.
 - b. Remaining depth of Federal Triangle land along the water, owned by the City, will be approximately 110 ft. but will be subject to final concept plan.
 - c. Portion of Federal Triangle deeded to Developer will be allowed for parking and cladding
 - d. All conveyances of the Federal Triangle are subject to any and all Federal Government approvals, which Developer will diligently pursue and City will cooperate.
 - e. In the event the City is unable to deed the portion of the Federal Triangle to the Developer, then to facilitate the development, and subject to Federal Government approval,
 - i. there will be no required set-backs from the Federal Triangle onto Goodman/Hinson/Alaska, based on a Covenant in Lieu of Unity of Title, and
 - ii. the Developer will be allowed to drive across the surface with no structure overhead.
3. Baywalk/Boat Basin
 - a. Developer is pursuing permit approval to fill in Boat Basin. If Boat Basin cannot be filled in or bridged over, then an additional 25 ft. set back around the eastern end of the boat basin will be deeded to City to preserve the continuity of the Baywalk. Parties will evaluate the navigability of the Boat Basin.

- b. Developer will construct, at Developer's direct cost and expense, all shoreline restoration work, including filling in or bridging the Boat Basin area, seawall construction and Baywalk improvements and furnishings from South Pointe Park to Murano at Portofino.
4. Washington Avenue Extension
The Washington Avenue Extension (42,000 sq. ft.) will be deeded to the City, at City's option, and if option is exercised, the Washington Avenue Extension Easement Dedication Agreement will terminate subject to a covenant to rebuild for FAR and Setback purposes.
5. Blocks 51/52
 - a. Zoning remains CPS -1; FAR increased from 1.0 to 1.5, which is less than the 2.0 FAR that was in effect prior to down zoning in 1998. Height limit remains 75 feet.
 - b. On Block 51, City agrees to allow Developer to bridge over the alley to access parking on the north side of Block 51.
 - c. City will deed and allows Developer to build on the corner lots the City owns on the south side of Block 51 at an FAR of 1.5.
 - d. Developer shall have right to develop the required parking for Shops at Portofino on Block 51, with a restrictive covenant. This parking will correspond to any increased FAR between 1.5 and 2.0 on Block 51.
6. Block 1
 - a. Zoning remains CPS-1. FAR increased from 1.0 to 2.0, which is the FAR that was in effect prior to the down zoning in 1998. Height limit remains at 40 ft. fronting the street and steps up to 75 ft. for that portion of the structure that provides a 20 ft. setback, above the 40 ft. height, from the property line.
 - b. Retail and/or residential will be built fronting Ocean Drive and parking will be built fronting Collins Avenue. Building and parking will be subject to Concept Plan being developed and approved by the parties.
 - c. In order for more efficient parking structure and/or potential open space, the City will vacate the southern portion of the alley and may evaluate vacating the entire alley, subject to agreement by any 3rd party owners, which will be counted and included as part of Developers development rights at 2.0 FAR.
7. Sequencing & Miscellaneous
 - a. All land areas specified herein are subject to verification by a current, accurate survey.
 - b. Upon completion of all improvements on Block 51, 52, Goodman/Hinson, and Alaska Developer will amend DRI to reflect as built condition.
 - c. If excess parking for the Public proves feasible (which will not count against Developer FAR) within any of the aforementioned parking structures, Developer will construct such Public Parking at Developer cost and City expense.
 - d. Concept Plan will be developed in coordination and collaboration with Neighborhood representatives.
8. Other Developer Obligations, at Developer's sole cost and expense
 - a. Developer will construct the deceleration lane at 5th & Alton.
 - b. Developer will pay for the cost of City's consultant to develop Concept Plan reflecting agreement of parties.
9. Other Developer Obligations, at City's sole cost and expense
Developer will design build, at Developer's direct cost and at City's expense, City Improvements (TBD) utilizing Developer's architect, to be constructed concurrently with the tower to be constructed on Goodman/Hinson, including without limitation, a garage in the park or improvements on Alaska.

CONCEPT PLAN

Alaska/Goodman/Hinson parcels and Blocks 1, 51 and 52

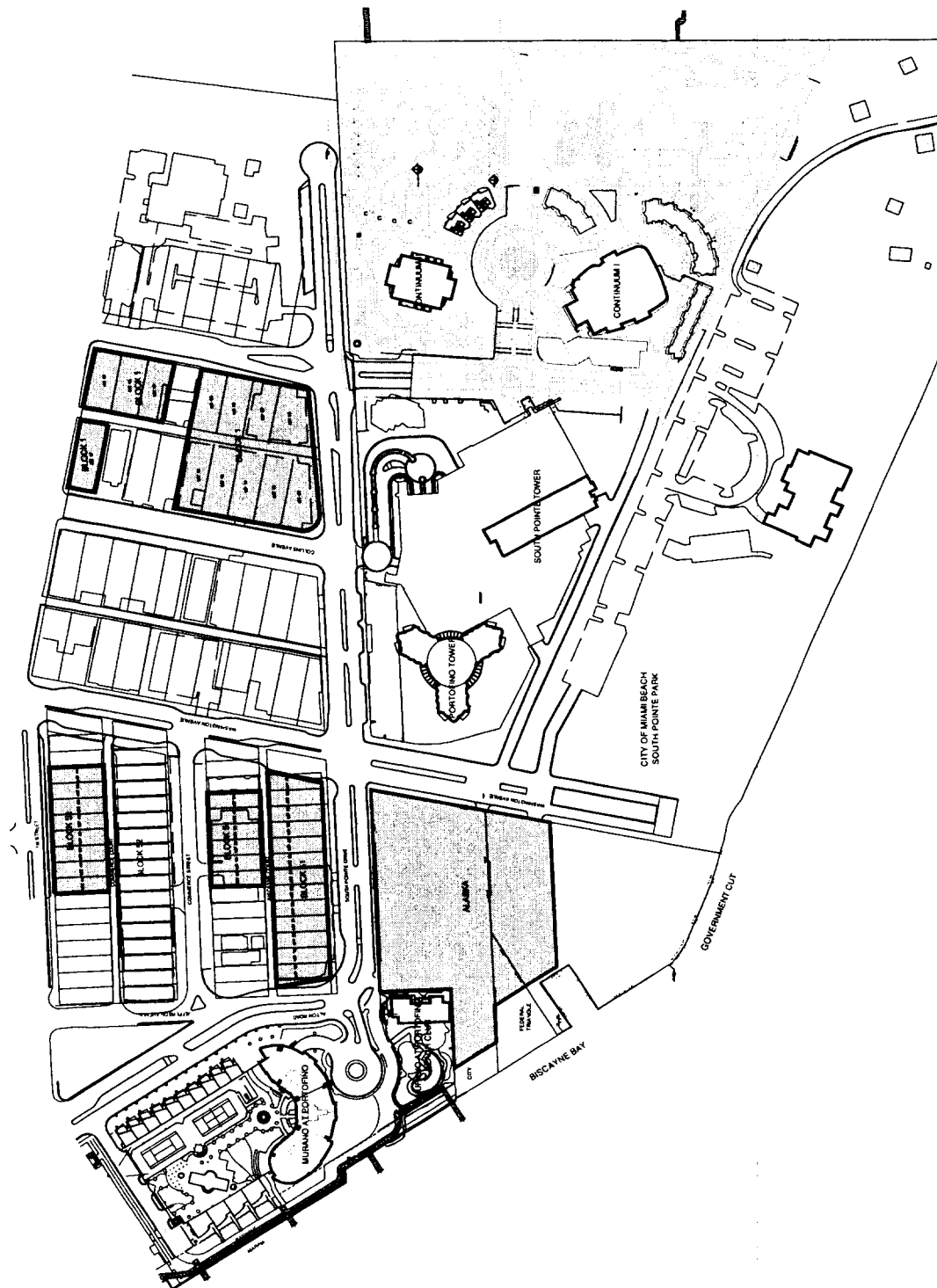
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location plan

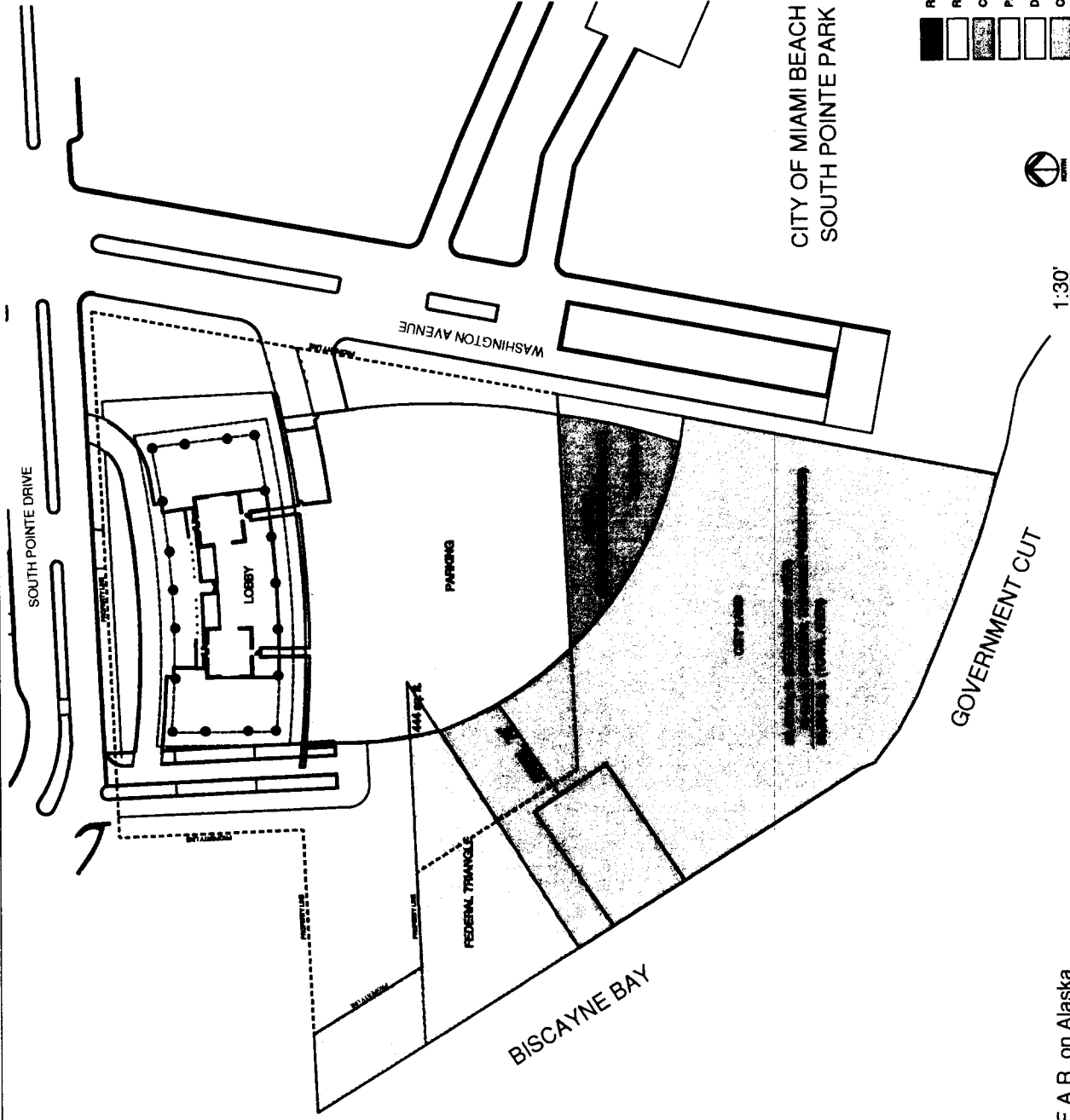


1:80'

location plan



The Sieger Suarez Architectural Partnership
227 N. Biscayne Blvd., Suite 1200, Miami, FL 33132
Tel: 305.372.1111 Fax: 305.372.1112
www.sieger-suarez.com



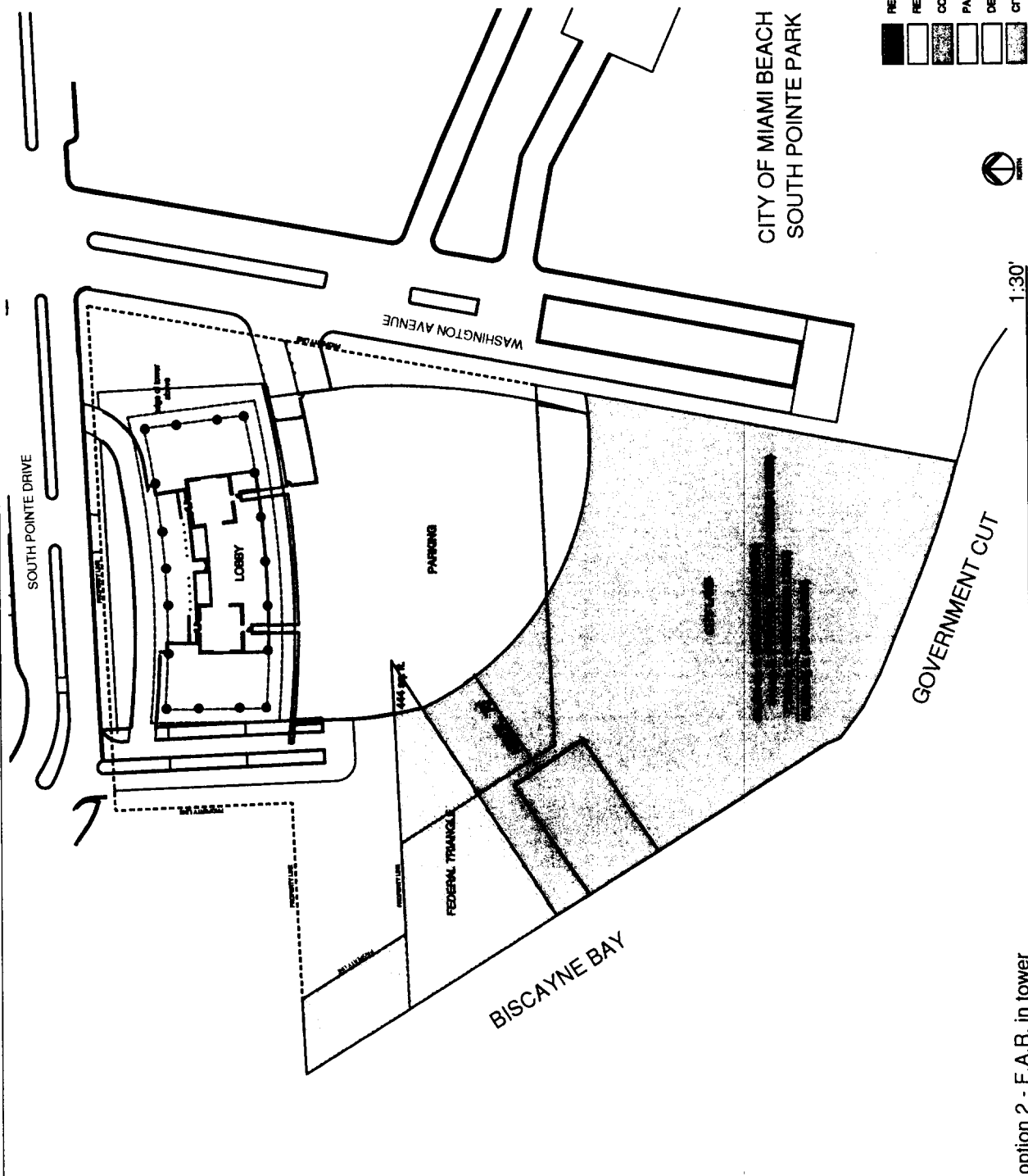
- RESIDENTIAL TOWER
- RESIDENTIAL PEDESTAL
- COMMERCIAL
- PARKING
- DECK
- CITY LAND
- EXISTING CITY LAND

option 1 - F.A.R. on Alaska

1:30'

option 1 - F.A.R. on Alaska

1:30'



- RESIDENTIAL TOWER
- RESIDENTIAL PEDESTAL
- COMMERCIAL
- PARKING
- DECK
- CITY LAND
- EXISTING CITY LAND

option 2 - F.A.R. in tower

1:30'

option 2 - F.A.R. in tower

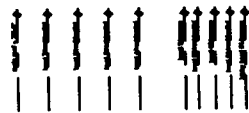
CITY OF MIAMI BEACH
SOUTH POINTE PARK



1:30'



SOUTH POINTE DRIVE

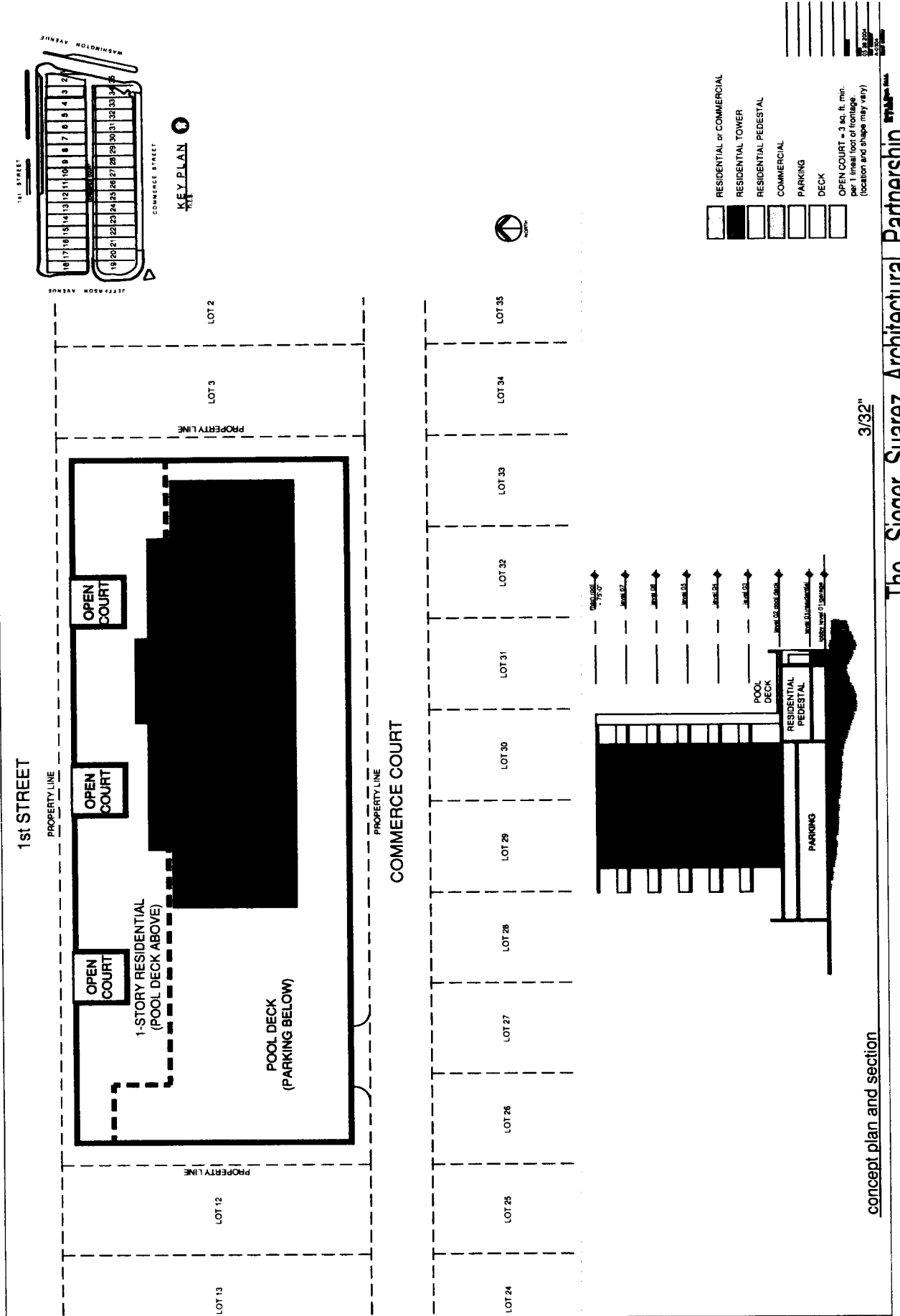


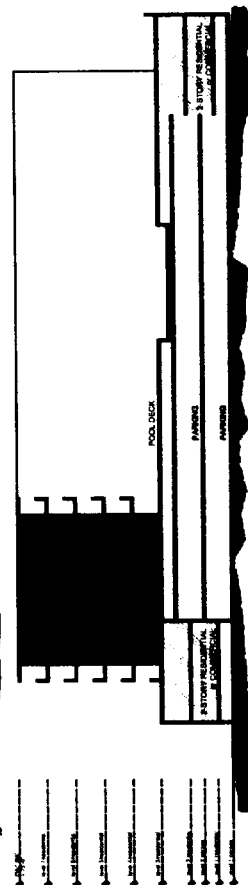
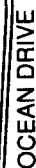
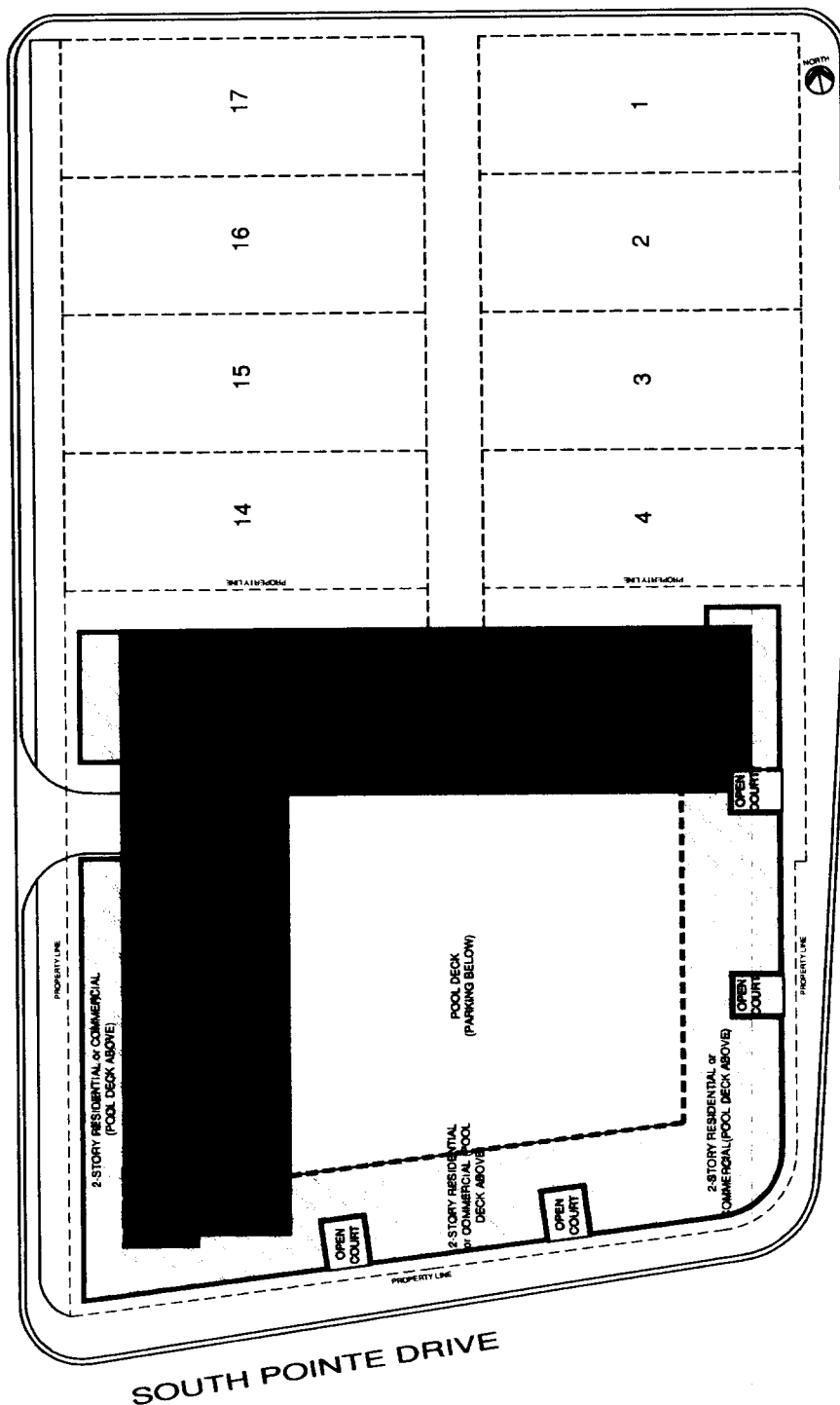
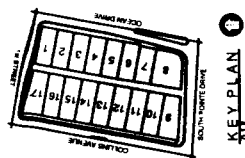
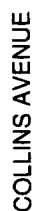
1/16"

- OTWILL COUNTRY - 3 mi. E. side
near 1 lined foot of footings.
(houses and shops may vary)**

100-443886-100

Block 52-Lots 4-11
Miami Beach, FL





concept plan and section

1/16"

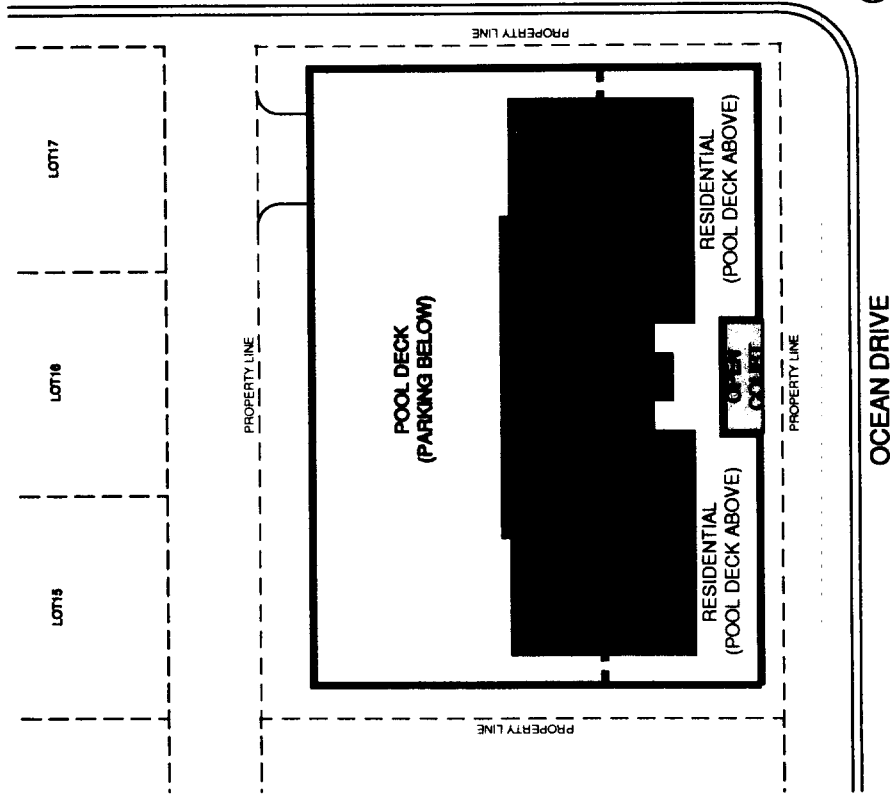
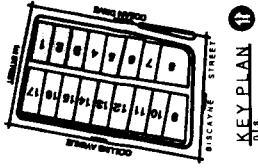
The Sieger Suarez Architectural Partnership

THE UNIVERSITY OF CHICAGO

OPEN COURT = 3 sq. ft. min.
per 1 lineal foot of frontage.
(location and shape may vary)

| | |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/> | RESIDENTIAL or COMMERCIAL |
| <input checked="" type="checkbox"/> | RESIDENTIAL TOWER |
| <input type="checkbox"/> | RESIDENTIAL PEDESTAL |
| <input type="checkbox"/> | COMMERCIAL |
| <input type="checkbox"/> | PARKING |
| <input type="checkbox"/> | DECK |
| <input type="checkbox"/> | OPEN COURT - 3 sq. ft. min. |

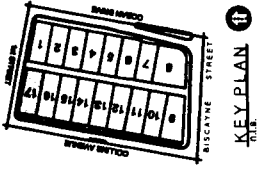
13-28 2004
A-0304



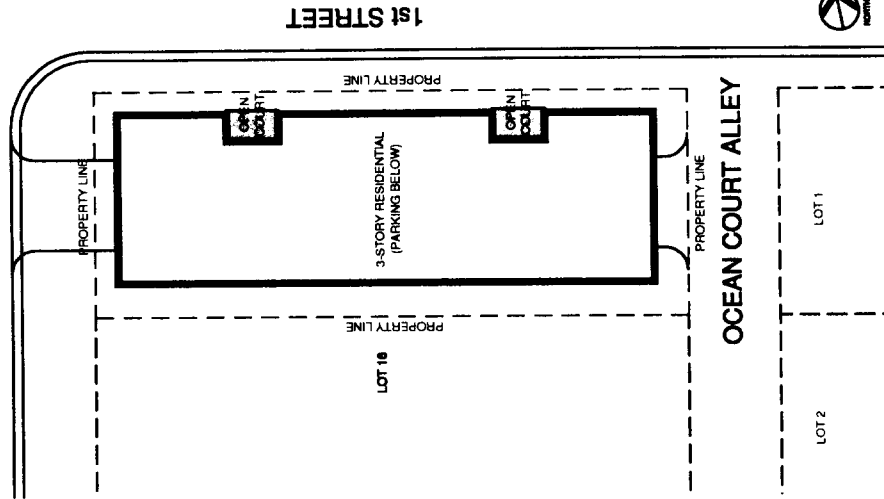
- RESIDENTIAL or COMMERCIAL
- RESIDENTIAL TOWER
- RESIDENTIAL PEDESTAL
- COMMERCIAL
- PARKING
- DECK
- OPEN COURT - 3 sq. ft. min. per 1 level lot of building (location and shape may vary)

3/32"

concept plan and section



COLLINS AVENUE



1st STREET

LOT 18

3-STORY RESIDENTIAL
(PARKING BELOW)

OPEN COURT

OPEN COURT

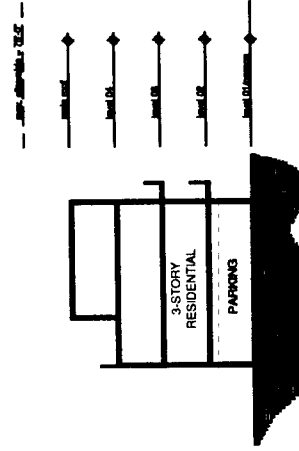
OCEAN COURT ALLEY

LOT 1

LOT 2

concept plan and section

3/32"



- RESIDENTIAL or COMMERCIAL
- RESIDENTIAL TOWER
- RESIDENTIAL PEDESTAL
- COMMERCIAL
- PARKING
- DECK
- OPEN COURT - 3 sq. ft. min. per 1 linear foot of frontage. (location and shape may vary)

The Sieger Suarez Architectural Partnership

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT BY AND AMONG EAST COASTLINE DEVELOPMENT, LTD., WESTSIDE PARTNERS, LTD., AND OTHER ENTITIES COLLECTIVELY KNOWN AS THE "PORTOFINO ENTITIES," AND CERTAIN SUCCESSORS IN INTEREST THAT ARE PART OF THE RELATED GROUP OF FLORIDA, KNOWN AS THE "RELATED ENTITIES," AND THE CITY OF MIAMI BEACH AND THE MIAMI BEACH REDEVELOPMENT AGENCY, CONCERNING LITIGATION OVER CERTAIN PARCELS IN THE SOUTH POINTE AREA OF MIAMI BEACH KNOWN AS THE ALASKA PARCEL, GOODMAN TERRACE, THE HINSON PARCEL, BLOCKS 51, 52 AND BLOCK 1, AND INCLUDING A PORTION OF THE FEDERAL TRIANGLE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AGREEMENT, AND THE TAKING OF NECESSARY AND APPROPRIATE STEPS FOR THE IMPLEMENTATION THEREOF.

WHEREAS, East Coastline Development, Ltd. ("East Coastline") and West Side Partners, Ltd. ("West Side"), among others (collectively known as the "Portofino Entities"), have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs in various actions respectively claiming damages and rights under the Bert J. Harris, Jr. Private Property Rights Protection Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM (the "Lawsuits"); and

WHEREAS, the Portofino Entities have conveyed certain parcels involved in such litigation to certain entities that are part of the Related Group of Florida (collectively known and referred to as the "Related Entities"); and

WHEREAS, the City Commission on February 25, 2004 approved in concept, a settlement of the Lawsuits proffered by the Portofino Entities and the Related Entities, which conceptual settlement is set forth in a Term Sheet attached to Resolution 2004-25509, as amended since such resolution to reflect the intent and agreement of the parties; and

WHEREAS, the City, the Portofino Entities, the Related Entities, and the Miami Beach Redevelopment Agency, wish to avoid the expense, delay, and uncertainty of lengthy litigation, and to resolve such proceedings under the terms set forth in the Term Sheet, which terms are set out in detail in the attached Settlement Agreement, agree it is in their respective mutual best interests to enter into the Settlement Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

That the City Commission hereby approves the Settlement Agreement, in substantially the form contained in the agenda package for the July 7, 2004 Commission meeting, and the Mayor and City Clerk are hereby authorized to execute such Agreement on behalf of the City and the City Manager and City Attorney are authorized to take such actions as are necessary or appropriate consistent with the intent of this resolution to implement the provisions of the Settlement Agreement. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

M. J. O'Connell 7-2-04
CITY ATTORNEY DATE


T:\AGENDA\2004\Jul0704\Regular\Portofino Settlement Agreement adoption reso.DOC

DRAFT 6/30/04

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2004, by and among: (1) the City of Miami Beach, Florida, a Florida municipal corporation (the "City"), and the Miami Beach Redevelopment Agency, a Florida public agency ("RDA"), collectively parties of the first part; (2) East Coastline Development, Ltd., a Florida limited partnership ("East Coastline"), Azure Coast Development, Ltd., a Florida limited partnership ("Azure"), Beachwalk Development Corporation, a Florida corporation ("Beachwalk"), Sun & Fun, Inc., a Florida corporation ("Sun & Fun"), Sandpoint Financial, Ltd., a Florida limited partnership ("Sandpoint"), Portofino Real Estate Fund, Ltd., a Florida limited partnership ("PREF"), Santorini Isle, Inc., a Florida corporation ("Santorini"), West Side Partners, Ltd, a Florida limited partnership ("West Side"), 404 Investments, Ltd., a dissolved Florida limited partnership ("404"), St. Tropez Real Estate Fund, Ltd., a dissolved Florida limited partnership ("St. Tropez") and Marquesa, Inc., a Florida corporation ("Marquesa"), collectively, parties of the second part; and, (3) TRG-Alaska I, Ltd., a Florida limited partnership ("A-I") and TRG-Alaska III, LLC, a Florida limited liability company ("A-III"), collectively, parties of the third part. The parties of the second part are hereinafter referred to as the "Portofino Entities" and the parties of the third part are hereinafter referred to as the "Related Entities."

Introduction and Background

A. The Lawsuits. The Portofino Entities have filed a series of lawsuits against the City claiming, inter alia, damages and rights under the Bert J. Harris Private Property Rights Act, other civil rights violations, reverse spot zoning, breach of contract, and seeking other relief in those certain lawsuits more particularly described in Exhibit "A" attached hereto (the "Lawsuits").

B. The Lands. In general, the Lawsuits arose out of certain prior charter amendment, zoning and land use actions taken by the City affecting, among others, those parcels of land (the "Land") located within the City, and commonly referred to as the "Block 1 Parcel," the "Blocks 51 and 52 Parcels", the "Hinson Tract," the "Goodman Terrace" property, and the "Alaska Parcel"; the Hinson Tract, Goodman Terrace and Alaska Parcel are collectively referred to as the "Alaska Assemblage"; all as more particularly described in Exhibit "B" attached hereto.

C. Related's and Portofino's Interests. On September 11, 2003, the Related Entities acquired fee simple title to the Alaska Assemblage and the Blocks 51 and 52 Parcels from the Portofino Entities. The Portofino Entities retain title to the Block 1 Parcel, and interest in the Lawsuits. The Related Entities represent that (i) they and their officers executing this Agreement have full authority to enter this Settlement Agreement, (ii) they have legal title to the Alaska Assemblage and Blocks 51 and 52 Parcels, subject to no monetary liens except for real estate taxes and recorded mortgages, where the holders

have no objection to this Agreement, (iii) they are the only parties with interests in the Alaska Assemblage and Blocks 51 and 52 Parcels necessary to join in and make their obligations under this Agreement valid and binding. The Portofino Entities represent that (i) they and their officers executing this Agreement have full authority to enter into this Settlement Agreement, (ii) they have legal title to the Block 1 Parcel subject to no monetary liens except for real estate taxes and a recorded mortgage, where the mortgage holder has no objection to this Agreement, and (iii) they are the only parties with interest in the Block 1 Parcel necessary to join in and make their obligations under this Agreement valid and binding.

D. Letter of Intent. On February 25, 2004, the City Commission of Miami Beach unanimously approved the terms of a letter of intent to settle the Lawsuits, by Resolution No. 2004-25509. The parties now wish to set forth the procedures and expectations by which, if the City and/or certain City boards approve certain applications for development approvals to be filed by the Portofino and Related Entities, the Lawsuits will be resolved and this Settlement Agreement will be fully implemented. All parties acknowledge, however, that the City and/or its boards are not agreeing in advance to any particular outcome on the applications to be filed that will be required to effectuate and implement the terms of this Agreement.

E. Approval of Court. The parties have further agreed to seek the approval of either the state court or the federal court (as their respective attorneys hereafter agree) to the terms of this Agreement and for enforcement hereof provided that this Agreement shall in no way be conditioned upon such approval.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to fully settle the Lawsuits on the terms and conditions set forth below:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Development Approvals.

(a) Condition to Obligation.

(i) The obligations of any and all of the Portofino Entities and/or the Related Entities under this Agreement are specifically conditioned upon the City and/or its boards, departments or agencies acting in their independent, quasi-judicial and/or legislative governmental capacity to consider and formally approve those certain amendments to the City Code and other governmental actions as more particularly described in Exhibit "C" hereto (the "Development Approvals".)

(ii) The Development Approvals shall be deemed approved at such time as all requisite governmental action has become final, binding and no longer subject to appeal, which shall herein be referred to as having obtained the "Final Approvals."

(iii) In the event that all of the Development Approvals, for any reason, have not been obtained on or before October 15, 2004 and/or the Final Approvals have not been obtained by December 24, 2004 or, in the event that any of the required Development Approvals have been denied by the City, then in any such event either the Portofino Entities or the Related Entities or the City at their respective sole option, may elect to terminate this Agreement by written notice of termination to the other parties (signed by the parties or by their respective attorneys,) whereupon all of the provisions and obligations of the parties under this Agreement shall fully terminate and be null and void, and all Development Approvals which have been theretofore adopted shall be treated by the City and the other parties as revoked and of no further force and effect. The Portofino Entities and the Related Entities shall have the right in their sole discretion to extend the foregoing deadlines by instrument in writing executed by the attorneys for all of the Portofino Entities and Related Entities. Should this agreement terminate, the parties agree to promptly execute and deliver to each other such other documentation as may be required to confirm the termination and revocation, and the parties shall otherwise be restored to the condition that existed immediately prior to the date of execution of this Agreement. The provisions of this paragraph 2(a)(iii) shall survive the termination of this Agreement.

(iv) If the Final Approvals are obtained prior to the timely delivery of a written notice of termination permitted under paragraph 2(a)(iii) above, then there shall be no further right of termination hereunder. In the event this Agreement is terminated pursuant to paragraph 2(a)(iii) above, each of the parties shall have the right to pursue any of the Lawsuits that existed prior to the execution of this Agreement, as if this Agreement had never taken place. The parties hereby covenant not to sue on or appeal any actions that any of the parties take or do not take on applications in pursuit of the Development Approvals.

(b) Applications for Development Approvals. The Portofino Entities and Related Entities have initiated previously to the approval and execution of this Agreement, or will initiate subsequent to its execution, all of the Development Approval applications. The City is currently processing all Development Approval applications. The parties shall cooperate with each other in continuing to timely process (and City shall join in as necessary) all necessary Development Approvals from City, county, regional, state, and federal agencies as required by law.

(c) Exercise of City Discretion. The parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, Land Development Regulations and other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of federal or state statutes and City or county ordinances, or other applicable law, in the exercise of the City's jurisdiction under the police power, as well as the requirements of this Agreement. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes, and applications for any other of the

Development Approvals, by virtue of the fact that the City may have consented to the filing of such applications, solely in its capacity as the owner of affected lands or as the adjacent property owner, or by virtue of the City's entering into this Agreement. The parties recognize that the City, and its boards, retain sole discretion under their police powers as to whether to grant or deny the applications for Development Approvals. The parties fully recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle the Portofino Entities or the Related Entities to compel the City to take any actions processing or approving the applications for Development Approvals, or other actions contemplated by this Agreement, save and except the provisions of paragraphs 3 and 4 below if the Final Approvals are obtained prior to a termination of this Agreement.

3. Dismissal of Lawsuits and exchange of releases. The parties have agreed to continue and abate the Lawsuits until such time as the Final Approvals have been obtained or this Agreement has been terminated, in accordance with its terms, whichever is earlier. Upon obtaining the Final Approvals, the Lawsuits shall be dismissed with prejudice and the parties shall exchange releases in the form attached as Exhibit "D" hereto.

4. Supplemental Actions and Documentation. Contingent upon obtaining all of the Final Approvals, the parties hereto agree to accomplish the following as soon as reasonably feasible after the Final Approvals have been obtained, or if a time period is specifically provided for in the following paragraphs, within such time period specified:

(a) Portions of Alaska. A-1 shall promptly execute and deliver a special warranty deed to the City in the form attached hereto as Exhibit "E", conveying title to approximately 80,450 square feet of land area within the Alaska Assemblage as more particularly described in Exhibit "E", and which title shall be subject to those certain permitted exceptions (including use restrictions) listed in Exhibit "E" and the covenant attached as Exhibit "I". Simultaneously with delivery of the forgoing special warranty deed, the City shall deliver to A-1 a construction, staging and encroachment easement in the form attached hereto as Exhibit "F" for purposes of (1) construction of the baywalk and seawall repairs, (2) any additional construction required by paragraph 6 below, (3) a 40 foot staging and construction easement for the residential tower, garage, and other improvements to be built by the Related Entities on the portion of the Alaska Assemblage being retained by them (4) a 15 foot maintenance easement for future maintenance of the residential tower and garage and (5) an underground encroachment easement for minor encroachment of foundations for the residential tower and garage. A-1 shall simultaneously deliver to the City (i) an attachment and cladding easement permitting the City to berm up to and landscape the southern facade of the parking garage to be built on the Alaska Parcel by A-1 and/or to connect any desired public or other improvements permitted to be constructed by the City on the City's portion of the Alaska Parcel to the southern face of A-1's parking garage (provided that the same does not adversely affect the structural integrity of A-1's parking garage nor permit any access thereto by the City) and also permitting the City to

remove any decorative detail cladding from the Southern face of A-1's garage for such purposes; (2) an underground encroachment easement for minor encroachment of foundations for any such City improvements; and (3) a title policy from Chicago Title Insurance Company issuing title to the City's portion of the Alaska parcel in the amount of \$10,000,000 showing title to be as set forth in the Exhibit "E". The foregoing easements to the City shall be drawn in the form attached hereto as Exhibit "G".

(b) Federal Triangle. If A-1 and the City are able to obtain approval of the federal government, the City will deed to A-1 not more than 4,178 square feet of property commonly referred to as the Federal Triangle and A-1 will deed to the City an equal amount of land area, within the Alaska Assemblage pursuant to the form deeds attached hereto as Exhibit "H" as more particularly described in Exhibit "H" and subject to the title exceptions (including use restrictions) listed in Exhibit "H" as well as any requirements imposed by the federal government. Attached Exhibit "H1" graphically indicates the land areas to be exchanged by these conveyances.

In the event the City and A-1 are unable to obtain the approval of the federal government to the title transfers referred to in this paragraph 4(b) by the time all of the Final Approvals have been obtained, then the relevant parties shall seek approval of the federal government to:

(i) enter into a covenant-in-lieu of unity of title with A-1 for its benefit and the benefit of its successors, so as to, inter alia, eliminate any requirement for a setback from the Federal Triangle into the Alaska Assemblage pursuant to the form of covenant attached hereto as Exhibit "I"; and

(ii) permit A-1 and its successors to have vehicular and pedestrian access across the surface of such portion of the Federal Triangle pursuant to the form perpetual easement attached hereto as Exhibit "J".

If the federal government will not approve any exchange of lands or access rights, then the parties shall only enter into the covenant attached as Exhibit "I" and A-1 will have no access rights over the Federal Triangle separate from the public rights.

(c) Boat Basin. A-1 is pursuing on behalf of the City all necessary state, county and federal approvals to fill in, or alternatively, to bridge over the existing boat basin within the Alaska Assemblage. The City and A-1 agree to cooperate in seeking all such necessary approvals.

(d) Baywalk. Provided the City determines the location and dimensions of its baywalk amenities and appropriate permits therefore are issued by all applicable governmental authorities within 12 months of the date of this Agreement, then prior to the granting of the first temporary certificate of occupancy for the residential tower to be built within the Alaska Assemblage by A-1, A-1, as its sole cost and expense, will build-out, extend, and furnish the existing baywalk across the waterfront edge of the Alaska Assemblage and Federal Triangle from Washington

Avenue to the parcel commonly known as SSDI South in the location generally depicted in the Exhibit "K" attached hereto. The build-out and furnishing shall be done substantially to the standards hereafter designated by the City, provided that A-1 shall only be responsible for payment of costs up to 125% (on a cost to install basis) of the standards presently designed and installed on the portion of the baywalk to the west of the Murano condominium project. As part of such baywalk construction, in addition, A-I will restore the shoreline with sheet pile and rip rap as required by the appropriate regulating authorities. If the City does not timely provide the foregoing information or if the permits are not timely issued therefore as provided above, then at the time of issuance of the first temporary certificate of occupancy for the residential tower, A-I will deliver a full payment and performance bond to the City guarantying completion of the baywalk and seawall work and will complete same within 12 months of the date of issuance of the permits.

(e) Washington Avenue Extension. Before a building permit is issued for the residential tower to be developed on the Alaska Assemblage, the Washington Avenue Extension comprising approximately 42,000 sq. ft., will be deeded to the City, pursuant to a deed in the form attached as Exhibit "L" hereto. Upon such conveyance, the Washington Avenue Extension Easement Dedication Agreement will terminate, subject to a covenant to rebuild for FAR and Setback purposes as set forth in Exhibit I "A".

(f) Block 51 Parcel.

(i) End Parcels. The City shall promptly execute and deliver a deed to A-III in the form attached hereto as Exhibit "M", conveying title to the end parcels the City owns on the south side of Block 51 as more particularly described in Exhibit "M" and subject to permitted exceptions listed in Exhibit "M".

(ii) Bridging Alley. The City will permit A-III and its successors to bridge over the alley in Block 51 at the 3rd, 4th and 5th floor levels to access parking between the north and south sides of the Block pursuant to a perpetual air-rights easement in the form attached as Exhibit "N" hereto. City will also permit the utility lines currently existing in the alley to be placed underground, [subject to approval of the City's public works department.]

(iii) Parking for Shops At Portofino. A-III shall have the right to develop up to 75 spaces to satisfy the required parking for the Shops at Portofino retail parcel on Block 51 (the "Portofino Retail Parking") which Portofino Retail Parking shall not cause the floor area with respect to the City's FAR requirements on Block 51 to exceed 1.5 for A-III's intended development (excluding such Portofino Retail Parking) nor exceed 2.0 including such Portofino Retail Parking.

(iv) Ramos. A-III shall have the right to develop required parking for approximately 36 spaces to service lots 10 through 14 inclusive (the "Ramos Lots") on Block 51 and utilize FAR rights from those parcels, pursuant to a covenant-in-lieu of unity of title in the form attached hereto as Exhibit "O".

(g) Deceleration Lane. Subject to obtaining appropriate regulatory approvals, the Related Entities will construct, at their sole cost and expense, a deceleration lane at the south side of I-395 as it intersects with the west side of Alton Road, such work to be completed (i) prior to issuance of a final Certificate of Occupancy for the ICON building if all regulatory approvals and permits are given by no later than October 1, 2004, otherwise (ii) within 12 months after the granting of such approvals and permits.

5. Concept Plan. In order to provide assurances to the City that the future development of the Alaska Assemblage, the Block 51 Parcel, the Block 52 Parcel, and the Block 1 Parcel will be compatible with the City's desire for good neighborhood planning, the Related Entities and the Portofino Entities have agreed to submit to the City Commission for approval a concept plan for each of those parcels after consultation and consideration with neighborhood representatives, the City's internal staff, the Design Review Board and the Planning Board, and the City's outside architectural consultant. In the event the Concept Plan is not approved by September 30, 2004, then in such event either the Portofino Entities or the Related Entities or the City at their respective sole option, may elect to terminate this Agreement by written notice of termination to the other parties (signed by the parties or by their respective attorneys), whereupon all of the provisions and obligations of the parties under this Agreement shall fully terminate and be null and void, and all Development Approvals which have been theretofore adopted shall be treated by the City and the other parties as revoked and of no further force and effect. The Portofino Entities and the Related Entities shall have the right in their sole discretion to extend this deadline by written instrument signed by them or their attorneys. Once approved by the City, all subsequent actions taken by the City in connection with any other requested development approvals regarding these parcels must be consistent with the approved plan; provided that in the event of any conflict between the City's land use regulations existing as of the date of the obtaining of the Final Approvals and the concept plan, the said land use regulations shall govern. In addition, the Related Entities agree to reimburse or remit to the City, within 30 days of invoice, for the expenses of their outside architectural consultant in reviewing the concept plan, making recommendations to the plan, and meeting with the City, the neighborhood representatives, and the other parties to this Agreement with respect thereto.

6. City Garage or other Public Facilities. To the extent the City within 12 months of the date of this Agreement, develops a concept plan for public parking or other public facilities in South Pointe Park or the portion of the Alaska Assemblage to be deeded to the City under this Agreement, then contingent upon obtaining all of the Final Approvals, A-I, at the same time it is staged for development of the residential tower to be built on the balance of the Alaska Assemblage, will cause its architects to design and its contractors to build such public garage or other public facilities at A-I's direct cost (without overhead fees), and at City expense. That is, City will be responsible for payment of all direct costs incurred by A-I to develop such parking or other public facilities on the City's behalf.

7. Development of Regional Impact. Within 90 days after the issuance of the final certificate of occupancy on the Portofino Entities' and Related Entities' properties within the Alternative Portofino Development of Regional Impact, the Portofino Entities shall file a report with the appropriate governmental agencies that releases remaining unused trips attributable to the DRI.

8. Miscellaneous Provisions.

(a) No Permit. This Agreement is not and shall not be construed as a development permit, development approval, development order or authorization to commence development, nor shall it relieve the Portofino Entities and/or the Related Entities of the obligations to obtain necessary amendments to the Redevelopment Plan, if any, and the Comprehensive Plan, the Land Development Regulations, and any other development approvals that are required under applicable law and under and pursuant to the terms of this Agreement.

(b) Further Assurances. It is the intent and agreement of the parties that they shall cooperate with each other to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial or legislative capacity. This paragraph is a statement of intent only and shall not give rise to any cause of action if any party acts contrary to the intent hereof.

(c) Omissions. The parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Portofino Entities and the Related Entities of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

(d) Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

| | |
|---|---|
| With copies to: | City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attn: City Attorney |
| If to the Portofino Entities or any one or more of them: | 500 South Point Drive, Suite 220 Miami Beach, Florida 33139 Attn: Thomas Kramer |
| With a copy to: | Hogan & Hartson, L.L.P. 1111 Brickell Avenue, Suite 1900 Miami, Florida 33131 Attn: Parker Thomson |
| If to the Related Entities or either of them | The Related Group 2828 Coral Way, Penthouse Suite Miami, FL 33145 Attn: Chairman |
| With a copy to: | Greenberg Traurig P.A. 1221 Brickell Avenue Miami, FL 33131 Attn: Matthew B. Gorson |

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail.

(e) Construction.

(i) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(ii) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(iii) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time of Essence. Time shall be of the essence for each and every provision hereof.

(g) Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

(h) Successors and Assign; Third Party Beneficiary. The benefits, rights, duties and obligations given to the parties under this Agreement shall inure to the benefit of and bind their successors in title and assigns. The parties acknowledge and agree that except only for the foregoing successors and assigns, there are no third party beneficiaries under this Agreement.

(i) Approval by the City. The parties hereto understand and agree that this Agreement will not be binding on the City until such time as the City Commission of the City of Miami Beach has approved same.

(j) Surveys. All parcel sizes, and calculations based thereon, shall be subject to verification by certified survey.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

CITY:

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation

Attest:

City Clerk

By: _____
MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date:

PORTOFINO ENTITIES:

Name: _____

EAST COASTLINE DEVELOPMENT,
LTD., a Florida limited partnership

Name: _____

By: _____
Name: _____

AZURE COAST DEVELOPMENT, LTD. a
Florida limited partnership

By: _____
Name: _____

BEACHWALK DEVELOPMENT
CORPORATION, a Florida corporation

By: _____
Name: _____

SUN & FUN, INC., a Florida corporation

By: _____
Name: _____

SANDPOINT FINANCIAL, LTD., a Florida
limited liability partnership

By: _____
Name: _____

PORTOFINO REAL ESTATE FUND,
LTD., a Florida limited partnership

By: _____
Name: _____

SANTORINI ISLE, INC., a Florida corporation

By: _____
Name: _____

WEST SIDE PARTNERS, LTD., a Florida limited partnership

By: _____
Name: _____

404 INVESTMENTS, LTD., a dissolved Florida limited partnership

By: 404 INVESTCORP, INC., a dissolved Florida corporation

By: _____
Thomas Kramer, as sole surviving director and shareholder

ST. TROPEZ REAL ESTATE FUND, LTD., a dissolved Florida limited partnership

By: St. TROPEZ LIVING, INC. a dissolved Florida corporation

By: _____
Margaret Nee, as sole surviving director

By: _____
Thomas Kramer, as sole surviving shareholder

MARQUESA, INC., a Florida corporation

By: _____
Name: _____

RELATED ENTITIES:

TRG-ALASKA I, LTD., a Florida limited partnership

By: _____
Name: _____

TRG-ALASKA III, LLC., a Florida limited liability company

By: _____
Name: _____

EXHIBIT LIST

- A Lawsuit description
- B Land description
- C Development Approvals
- D-1 Release from the City to Portofino and Related
- D-2 Release From Portofino and Related to City
- E Alaska Deed From Related to City
- F Easements Agreement between City and Related for Related Use of City Property
- G Easements Agreement between City and Related for City's Use of Related Property
- H-1 Federal Triangle Deed City to Related
- H-2 Federal Triangle Deed Related to City
- I Alaska Covenant-in-lieu of UT
- J Federal Triangle Access Easement
- K Baywalk Location Plan
- L Washington Avenue Extension Deed – Related to City
- M Block 51 End Parcels Deed from City to Related
- N Block 51 Alley Air Rights Easement for bridging over Alley bet/from City to Related
- O Block 51 Covenant-in-Lieu with Ramos – if necessary

EXHIBIT A

1. *East Coastline Development, Ltd. v. City of Miami Beach*, United States District Court, Southern District of Florida, Case No. 01-4921-CIV-MORENO.
2. *Westside Partners, Ltd., et al v. City of Miami Beach*, Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 98-13274 CA 30 (Judge Levenson).
3. *East Coastline Development, Ltd. and Catherine Colonnese v. City of Miami Beach*, Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 01-25812 CA 30 (Judge Levenson).
4. *East Coastline Development, Ltd. v. City of Miami Beach and the State of Florida, Department of Community Affairs*, Case No. 02-3283 GM (State of Florida, Division of Administrative Hearings).

EXHIBIT "B"

The Land

Block 1 Parcel

Lot 1, Block 1, OCEAN BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, at Page 38, of the Public Records of Miami-Dade County, Florida.

Lots 2 and 3, in Block 1 of OCEAN BEACH, FLORIDA, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County, Florida.

Lot 5 of Block 1, OCEAN BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County, Florida.

Lot 6, Block 1, of OCEAN BEACH, according to the plat thereof, as recorded in Plat Book 2 at Page 38 of the public records of Miami-Dade County, Florida.

Lots 7 and 8, Less the Easterly 15.00 feet for Street Widening purposes, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at Page 38 of the public records of Miami-Dade County, Florida. ALSO Less and Excepting from said Lots 7 and 8, that part described as follows:

A portion of Lots 7 and 8, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Lot 7 and run N. 79° 12' 25" W., a distance of 15.00 feet to the Point of Beginning (P.O.B.) said distance being measured along the Northerly line of Lot 7; Thence continue 79° 12' 25" W. along the Northerly line of Lot 7, a distance of 4.00 feet; Thence run S. 10° 47' 35" W. a distance of 84.56 feet to the Point of Curvature (P.C.) of a Circular Curve concave Northwesterly and having its elements, a Central Angle of 76° 51' 22" and a Radius of 25.90 feet; Thence run Southwesterly along the Arc of said Curve for a distance of 33.53 feet to a Point of Intersection (P.I.) with the Southerly line of Lot 8; Thence run N. 87° 38' 47" E. along the said Southerly line of Lot 8 for a distance of 23.94 feet to a point; Thence run N. 10° 47' 35" E. along a line 15.00 feet Westerly of and parallel with Easterly line of said Lots 7 and 8 for a distance of 103.46 feet to the Point of Beginning (P.O.B.).

Lot 9 and 10, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida.

Lots 11, 12 and 13, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida.

Lot 17, Block 1 of OCEAN BEACH, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County.

Blocks 51 and 52 Parcels

Lots 4, 5, 6, 7, 8, 9, 10 and 11, Block 52, and Lots 5, 6, 7, 8, 9, 11, 12, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 51, of OCEAN BEACH, FLA. ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida; together with a 10.00 foot strip of land shown on the referenced Plat as a 10.00 foot walk; adjacent to Lots 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 51, and bounded on the North by the Southerly line of the referenced lots; bounded on the West by the Westerly line of Lot 19, extended Southerly; bounded on the East by the Easterly line of Lot 28 extended Southerly; said walk being vacated pursuant to Official Records Book 13887, Page 1812, of the Public Records of Miami-Dade County, Florida.

Hinson Tract

Block 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida, less and excepting therefrom the following two dedications:

A 50.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 50.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of said Block 8, bounded on the South by the Southerly line of said Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by a line parallel to and 50.00 feet distant Easterly of, as measured at 90 degrees to the Westerly line, of said Block 8; bounded on the West by the Westerly line of the above-referenced Block 8, said Westerly line also being the Easterly line of Biscayne Bay.

A 40.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 40.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of the above-referenced Block 8; bounded on the South by the Southerly line of the above-referenced Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by the Westerly line of Washington Avenue, said Westerly line also being the Easterly line of Block 8; bounded on the West by a parallel to and 40.00 feet; distant Westerly of as measured at 90 degrees to the Westerly line, of the above-referenced Washington Avenue.

Alaska Parcel

A Parcel of land and accreted land located in Section 10, Township 54 South, Range 42 East, Miami-Dade County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at a 10-inch-square concrete monument located on the Northerly boundary of the U.S. Army Corps of Engineers Reservation, being the Westernmost corner of Lot 6, Block 4, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, Page 77, of the Public Records of Miami-Dade County, said monument designated "C" having a grid coordinate of X-784,440.39 and Y-521,912.47. Said monument also lies approximately South 24°27'26" West a distance of 592.30 feet South of and North 65°36'16" East a distance of 554.97 feet West of the Northeast corner of the Northwest ¼ of Section 10, Township 54 South, Range 42 East. From said POINT OF BEGINNING run thence South 24°25'50" West a distance of 420.43 feet, more or less, to the Mean High Water (M.H.W.) line of the Northerly shoreline of the "Government Cut" for the entrance channel of the Miami Harbor; thence North 65°35'19" West along said M.H.W. line a distance of 261.59 feet to a point on a bulkhead; thence North 31°08'28" West along said bulkhead a distance of 242.83 feet to U.S. Army Corps of Engineers Monument "Virgil" having a grid coordinate of X-783,902.72 and Y-521,845.63; thence North 57°41'41" East a distance of 226.20 feet to Monument "West" having a grid coordinate of X-784,093.91 and Y-521,966.52; thence North 87°38'37" East a distance of 208.58 feet to Monument "G" having a grid coordinate of X-784,302.32 and Y-521,975.14; thence South 65°35'12" East a distance of 151.63 feet to Monument "C" and the POINT OF BEGINNING.

Goodman Terrace

Part of the Northwest quarter of Section 10, Township 54 South, Range 42 East, described as follows:

Begin in the North line of Section 10, which is also South line of Biscayne Street at its intersection with East line of Jefferson Avenue extended; then South in line drawn at right angles to South line of Biscayne Street 132 feet; thence East in line drawn parallel with South line of Biscayne Street to West line of Washington Avenue; thence North along West line of Washington Avenue to its intersection with South line of Biscayne Street; thence West along South line of Biscayne Street to POINT OF BEGINNING. Also described as: All that part of North 132.00 feet of Section 10, Township 54 South, Range 42 East, known as Smith Cottages Tract and also as Tract B and bounded on North by North line of Section 10; on West by East line of Jefferson Avenue extended; on South by line parallel to and 132' South of North line of Section 10; on East by West line of Washington Avenue extended.

Exhibit "C"
Development Approvals

- ◆ Concept Plan Approval
- ◆ Compliance Agreement (DOAH)
- ◆ Comprehensive Plan Text Amendments
Amend MR-Marine Recreation District Regulations by amending permitted uses and excluding from floor area required parking for adjacent properties
- ◆ FLUM Amendments
If federal approval received to deed portion of Federal Triangle, change designation from ROS to MR
- ◆ Land Development Regulations Amendments
Amend the Code of the City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreation District," Clarifying Purpose, Providing For Additional Main Permitted Uses And Prohibiting Certain Uses, And Excluding From Floor Area Required Parking For Adjacent Properties; and Division 18, "PS Performance Standard District," Modifying Height, Number Of Stories, Setbacks, Floor Area Ratios And Allowing Required Parking In The CPS-1 And CPS-3 Zoning Districts For Defined Properties, Clarifying How Such Required Or Public Parking Relates to Floor Area and is Allowed, and Floor Area is Distributed, Through Covenants in Lieu of Unity of Title", as may be hereinafter amended by the City Commission and agreed upon by the Portofino Entities and Related Entities
- ◆ Zoning Map Amendments
If federal approval received to deed portion of Federal Triangle, change district classification from GU to MR
Change End Parcels district classification from GU to CPS-1
- ◆ Platting Approvals for Goodman, Hinson, Alaska and the portion of the Federal Triangle (if applicable)
- ◆ Vacation of Ocean Court (Block 1 Alley) south of Lots 4 and 14

*Release From the City
to Porto Fino & Related*

EXHIBIT D-1

LIMITED RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the City of Miami Beach, Florida, a Florida municipal corporation, party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), or other valuable considerations, received from or on behalf of East Coastline Development, Ltd., a Florida limited partnership ("**East Coastline**"), Azure Coast Development, Ltd., a Florida limited partnership ("**Azure**"), Beachwalk Development Corporation, a Florida corporation ("**Beachwalk**"), Sun & Fun, Inc., a Florida corporation ("**Sun & Fun**"), Sandpoint Financial, Ltd., a Florida limited partnership, Portofino Real Estate Fund, Ltd., a Florida limited partnership ("**Portofino**"), Santorini Isle, Inc., a Florida corporation, West Side Partners, Ltd, a Florida limited partnership ("**West Side**"), 404 Investments, Ltd., a dissolved Florida limited partnership ("**404**"), St. Tropez Real Estate Fund, Ltd., a dissolved Florida limited partnership ("**St. Tropez**"), Marquesa, Inc., a Florida corporation, TRG-Alaska I, Ltd., a Florida limited partnership and TRG-Alaska III, LLC, a Florida limited liability company, collectively, parties of the second part, the receipt and sufficiency of which are hereby acknowledged,

(Wherever used herein the terms "party of the first part" and "parties of the second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the officers, directors, shareholders, partners, members, managers, successors and assigns of corporations and other entities, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the parties of the second part, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,

controversies, agreements, promises, variances, trespasses, damages, judgments, liabilities, executions, costs, expenses, claims and demands whatsoever, in law or in equity, which the party of the first part ever had, now have, or which any personal representative, successor, heir or assign of party of the first part, or any one of them, hereafter can, shall or may have, against parties of the second part, or any one of them, with respect to claims or defenses of any nature asserted or that could have been asserted under or in connection with those certain lawsuits brought by West Side, East Coastline, 404, Azure, Beachwalk, Portofino, St. Tropez and/or Sun & Fun against the party of the first part and/or the Department of Community Affairs claiming damages and rights under the Harris Act, other civil rights violations and other relief in Case Nos. 98-13274 CA 01(30), 01-4921- C1V-Moreno (U.S. District Court, Southern District of Florida), 02-3283GM (Florida Division of Administrative Hearings) and 01-25812 CA 30 (Florida Eleventh Circuit Court).

The party of the first part hereby expressly acknowledge, warrant and represent that: (i) this Release was signed only after due consideration and consultation with its attorneys; and (ii) party of the first part was not fraudulently induced, coerced or intimidated to sign this Release. In signing this Release, party of the first part has not relied upon any oral or written statements or acts made by parties of the second part, or any one of them or any one of their respective attorneys or agents.

Notwithstanding the foregoing, this Release shall not operate to release or discharge parties of the second part from any obligations they may have pursuant to that certain Settlement Agreement dated as of _____, 2004 among party of the first part and parties of the second part.

IN WITNESS WHEREOF, party of the first part has hereunto set our hands and seals
this ____ day of _____, 200 ____.

Signed, sealed and delivered
in the presence of:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

Attest:

By: _____
MAYOR

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

*Release from Portofino
and Related to City*

EXHIBIT D-2

LIMITED RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That we, East Coastline Development, Ltd., a Florida limited partnership ("**East Coastline**"), Azure Coast Development, Ltd., a Florida limited partnership ("**Azure**"), Beachwalk Development Corporation, a Florida corporation ("**Beachwalk**"), Sun & Fun, Inc., a Florida corporation ("**Sun & Fun**"), Sandpoint Financial, Ltd., a Florida limited partnership, Portofino Real Estate Fund, Ltd., a Florida limited partnership ("**Portofino**"), Santorini Isle, Inc., a Florida corporation, West Side Partners, Ltd, a Florida limited partnership ("**West Side**"), 404 Investments, Ltd., a dissolved Florida limited partnership ("**404**"), St. Tropez Real Estate Fund, Ltd., a dissolved Florida limited partnership ("**St. Tropez**"), Marquesa, Inc., a Florida corporation, TRG-Alaska I, Ltd., a Florida limited partnership and TRG-Alaska III, LLC, a Florida limited liability company, collectively, parties of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), or other valuable considerations, received from or on behalf of the City of Miami Beach, Florida, a Florida municipal corporation, party of the second part, the receipt and sufficiency of which are hereby acknowledged,

(Wherever used herein the terms "parties of the first part" and "party of the second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and other entities, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the party of the second part, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liabilities,

executions, costs, expenses, claims and demands whatsoever, in law or in equity, which the parties of the first part, or any one of them, ever had, now have, or which any personal representative, successor, heir or assign of parties of the first part, or any one of them, hereafter can, shall or may have, against party of the second part, with respect to claims or defenses of any nature asserted or that could have been asserted under or in connection with those certain lawsuits brought by West Side, East Coastline, 404, Azure, Beachwalk, Portofino, St. Tropez and/or Sun & Fun against the party of the second part and/or the Department of Community Affairs claiming damages and rights under the Harris Act, other civil rights violations and other relief in Case Nos. 98-13274 CA 01(30), 01-4921- C1V-Moreno (U.S. District Court, Southern District of Florida), 02-3283GM (Florida Division of Administrative Hearings) and 01-25812 CA 30 (Florida Eleventh Circuit Court).

The parties of the first part hereby expressly acknowledge, warrant and represent that: (i) this Release was signed only after due consideration and consultation with their attorneys; and (ii) parties of the first part were not fraudulently induced, coerced or intimidated to sign this Release. In signing this Release, parties of the first part have not relied upon any oral or written statements or acts made by party of the second part or party of the second part's attorneys or agents.

Notwithstanding the foregoing, this Release shall not operate to release or discharge party of the second part from any obligations it may have pursuant to that certain Settlement Agreement dated as of _____, 2004 among parties of the first part and party of the second part.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 200 ____.

Name: _____

**EAST COASTLINE DEVELOPMENT,
LTD., a Florida limited partnership**

**By: EAST COASTLINE, INC., a Florida
corporation, its general partner**

Name: _____

By: _____
Name: _____

Name: _____

**AZURE COAST DEVELOPMENT, LTD. a
Florida limited partnership**

**By: AZURE COAST, INC., a Florida
corporation, its general partner**

Name: _____

By: _____
Name: _____

Name: _____

**BEACHWALK DEVELOPMENT
CORPORATION, a Florida corporation**

Name: _____

By: _____
Name: _____

Name: _____

SUN & FUN, INC., a Florida corporation

Name: _____

By: _____
Name: _____

Name: _____

**SANDPOINT FINANCIAL, LTD., a Florida
limited liability partnership**

Name: _____

**By: SANDPOINT FINANCIAL CORP.,
a Florida corporation, its general
partner**

By: _____
Name: _____

Name: _____

**PORTOFINO REAL ESTATE FUND,
LTD., a Florida limited partnership**

Name: _____

By: _____
Name: _____

Name: _____

**SANTORINI ISLE, INC., a Florida
corporation**

Name: _____

By: _____
Name: _____

Name: _____

**WEST SIDE PARTNERS, LTD., a Florida
limited partnership**

Name: _____

By: _____
Name: _____

Name: _____

**404 INVESTMENTS, LTD., a dissolved
Florida limited partnership**

Name: _____

**By: 404 Investcorp, Inc., a dissolved Florida
corporation**

By: _____
Thomas Kramer, as sole surviving
director and shareholder

Name: _____

**ST. TROPEZ REAL ESTATE FUND,
LTD., a dissolved Florida limited
partnership**

Name: _____

**By: St. Tropez Living, Inc., a dissolved
Florida corporation**

Name: _____

By: _____
Margaret Nee, as sole surviving
director

Name: _____

By: _____
Thomas Kramer, as sole surviving
shareholder

Name: _____

MARQUESA, INC., a Florida corporation

Name: _____

By: _____
Name: _____

Name: _____

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

By: _____
Name: _____

Name: _____

TRG-ALASKA III, LLC., a Florida limited liability company

Name: _____

By: TRG-ALASKA COMMERCIAL, LTD., a Florida limited partnership, its sole member

By: TRG-ALASKA COMMERCIAL, INC., its general partner

By: _____
Name: _____

Alaska Deed From
Related to City

EXHIBIT E

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **TRG-ALASKA I, LTD.**, a Florida limited partnership, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

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WITNESSES:

GRANTOR:

TRG-ALASKA I, LTD., a Florida limited partnership

Print Name: _____

By: **TRG-Alaska I, Inc., a Florida corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT "2"

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

*Easements Agreement between
City and Related for
Related Use of City
Property*

EXHIBIT F

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(Space Reserved for Clerk of Court)

Tax Folio No. _____

CONSTRUCTION, STAGING, MAINTENANCE AND ENCROACHMENT EASEMENT

This **CONSTRUCTION, STAGING, MAINTENANCE AND ENCROACHMENT EASEMENT** ("**Easement**") is made and entered into as of the ____th day of ____, 200__, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**") and **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**").

R E C I T A L S :

1. City is the owner of certain real property located in Miami Beach, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "**City Property**"). TRG-Alaska I conveyed the City Property to City immediately prior to the execution and delivery of this Easement, subject to and on the condition that City execute and deliver this Easement to TRG-Alaska I.

2. The City Property was a part of certain real property owned by TRG-Alaska I commonly known as the "Alaska Assemblage." The portion of the Alaska Assemblage retained by TRG-Alaska I and not conveyed to City is described on **Exhibit "2"** attached hereto (the "**TRG Property**").

3. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004 (the "**Settlement Agreement**"), (a) TRG-Alaska I has agreed to build-out, extend and furnish an existing baywalk and repair the seawall across the waterfront edge of the Alaska Assemblage and (b) conditioned

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upon timely delivery of documents by City and obtaining certain approvals, and payment by City of certain costs, TRG-Alaska I has agreed to design and construct on certain portions of the City Property certain improvements, all as described in, subject to and pursuant to the terms and conditions of the Settlement Agreement and this Easement. The extension of such baywalk and the design and construction of such improvements are collectively referred to herein as the “**City Improvements.**”

4. TRG-Alaska I intends to construct a residential tower, garage and other improvements on the TRG Property (the “**TRG Improvements**”).

5. In order to construct the City Improvements, to develop and construct the TRG Improvements and to maintain the TRG Improvements, TRG-Alaska I requires certain construction, staging, maintenance and encroachment easements over a portion of the City Property, all as further provided herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant by City of Easements.** City hereby grants, conveys, bargains and sells to TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors and mortgagees, the following:

(a) a temporary exclusive easement, right and privilege to enter upon the City Property to the extent necessary to construct the City Improvements (such easement is referred to herein as the “**City Improvements Construction Easement**”). The City Improvements Construction Easement shall automatically expire and shall be of no further force or effect upon completion of the City Improvements and acceptance thereof by the City;

(b) a temporary exclusive easement, right and privilege of pedestrian and vehicular ingress, egress, passage and use on, over, through and across that portion of the City Property described on **Exhibit “3”** attached hereto (the “**TRG Improvements Construction Easement Area**”) to develop the TRG Property, and for staging, erection, construction (and reconstruction after casualty or condemnation), alteration, improvement and repair of the TRG Improvements (such easement is referred to herein as the “**TRG Improvements Construction Easement;**” the City Improvements Construction Easement and the TRG Improvements Construction Easement are collectively referred to herein as the “**Construction Easements**”). The TRG Improvements Construction Easement shall automatically expire and shall be of no further force or effect on the date final certificates of occupancy (or equivalent) for all of the TRG Improvements are issued, but shall revive for reconstruction after casualty or condemnation;

(c) a perpetual, non-exclusive easement, right and privilege of pedestrian and vehicular ingress, egress, passage and use on, over, through and across that portion of the City Property described on **Exhibit “4”** attached hereto (the “**Maintenance Easement Area**”) for the purpose of maintenance and repair of the TRG Improvements; and

(d) if any portion of the foundation of the TRG Improvements encroaches on the City Property as a result of (i) construction of the TRG Improvements; (ii) settling or shifting of the TRG Improvements; or (iii) any required alteration or repair to the TRG Improvements, or any required repair or restoration of the TRG Improvements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, then a perpetual, exclusive easement shall exist for such encroachment and for the maintenance of same so long as the TRG Improvements shall stand.

Notwithstanding anything to the contrary contained in Paragraphs 2(b), (c) or (d) above, TRG-Alaska I shall not make use of the easements granted thereunder in a manner that would conflict with any improvements constructed by or for the City within the applicable easement areas and that are permitted pursuant to the terms of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title by the City and TRG-Alaska I, dated as of the date of this Easement, and to the extent that such construction has occurred, the City agrees to accommodate reasonable repair, restoration or maintenance activity as long as such activity does not unreasonably interfere with the City's improvements in such area.

3. Security, Maintenance and Insurance.

(a) The parties acknowledge and agree that the City Property is intended to be used and maintained in a safe and secure manner. City shall be responsible, at City's sole cost and expense, for the security and maintenance of the City Property, except that during any period of time in which TRG-Alaska I is exercising its rights under any of the easements granted hereunder, then TRG-Alaska I shall be responsible for the security and protection of its own equipment and property.

(b) TRG-Alaska I shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the City Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In addition, TRG-Alaska I shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the City Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In such event, TRG-Alaska I shall be entitled to select counsel of TRG-Alaska I's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) TRG-Alaska I shall obtain and at all times during the term of the City Improvements Construction Easement obtain and maintain with respect to the City Property comprehensive general and public liability insurance providing liability insurance against claims for personal injury, death or property damage, occurring on or about the City Property, for at least a combined single limit for bodily injury, death and property damage liability of [] Million and No/100 Dollars (\$ __,000,000) per occurrence. TRG-Alaska

I shall obtain and at all times during the term of the TRG Improvements Construction Easement obtain and maintain with respect to the TRG Improvements Construction Easement Area comprehensive general and public liability insurance providing liability insurance against claims for personal injury, death or property damage, occurring on or about the TRG Improvements Construction Easement Area, for at least a combined single limit for bodily injury, death and property damage liability of [] Million and No/100 Dollars (\$ __,000,000) per occurrence.

All insurance provided for in this Paragraph 3(c) shall be effect under valid and enforceable policies issued by highly rated insurers of recognized responsibility which are licensed to do business in the State of Florida. All such companies shall be rated at least "A" as to management, and at least "Class X" as to financial strength on the latest edition of Best's Insurance Guide. Each insurance policy shall be marked "premium paid" or accompanied by other satisfactory evidence of payment of premiums.

All policies of insurance required by this Paragraph 3(c) shall indicate City as additional named insured. All insurance policies shall provide that no change, cancellation or termination shall be effective until at least thirty (30) days after written notice to the additional named insured.

(d) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska I, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the City Property by the public generally or by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, City shall defend any and all claims asserted against TRG-Alaska I, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the City Property by the public generally or by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska I shall be permitted, at TRG-Alaska I's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. City reserves unto itself, its successors and assigns, the perpetual right and privilege of:

(a) Except during the term of the City Improvements Construction Easement, and with respect to the TRG Improvements Construction Easement Area, except during the term of the TRG Improvements Construction Easement, unrestricted access to, over, across and in the City Property consistent with the use of the City Property as contemplated in this Easement, and provided such uses do not materially interfere with the continuous use of the City Property as permitted herein by TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors and subcontractors; and

(b) Except during the term of the City Improvements Construction Easement, and with respect to the TRG Improvements Construction Easement Area, except during the term of the TRG Improvements Construction Easement, using and occupying, and granting to the public generally the right to use and occupy the City Property, but for public purposes only, and

provided such uses do not materially interfere with the continuous use of the City Property as permitted herein by TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors and subcontractors.

5. This Easement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Easement shall inure to the benefit of and be binding upon TRG-Alaska I, and its successors and assigns, except that TRG-Alaska I or such successor or assignee, as the case may be, shall be released of all future obligations hereunder upon conveyance of its interest in the TRG Property; provided, however, that any such transferee of TRG-Alaska I or its successor or assignee, as the case may be, shall be bound by all such terms and conditions of this Easement. For purposes of the Construction Easements, TRG-Alaska I shall only be permitted to assign TRG-Alaska I's rights hereunder to (and TRG-Alaska I's successors shall only include) successor developer(s) or mortgage lenders of the TRG Property or any portion thereof and/or association(s) designated with the responsibility of maintenance of common areas in connection with the development or operation of the TRG Property or any portion thereof. For purposes of the Construction Easements only, TRG-Alaska I's successors and/or assigns shall not include individual unit owners or individual renters unless such unit owners or renters are successor developers and/or associations as described above. An assignment of TRG-Alaska I's rights hereunder shall only be effective if a specific written assignment (including an acceptance by the successor developer and/or association) is recorded in the Public Records of Miami-Dade County, Florida.

4. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Easement.

5. In the event of litigation arising out of the terms of this Easement or the use of the City Property or the TRG Property, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

6. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

7. All of the parties have participated fully in the negotiation of this Easement, and accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

8. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

9. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed in full force and effect.

10. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

11. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska I have caused this Easement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ____th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed
before this _____ day of _____, 200__ by _____, as _____
of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a
Florida limited partnership, on behalf of said entities. He/She [check one] ___ is personally
known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

Signed, sealed and delivered
in the presence of:

**CITY OF MIAMI BEACH, FLORIDA, a
municipal corporation**

Print Name: _____

By: _____
MAYOR

Print Name: _____

Print Name: _____

Attest:

City Clerk

Print Name: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney _____
Date

[illegible]

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

[illegible]

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT "1"
CITY PROPERTY

EXHIBIT “2”
TRG PROPERTY

EXHIBIT “3”

TRG IMPROVEMENTS CONSTRUCTION EASEMENT AREA

EXHIBIT “4”
MAINTENANCE EASEMENT AREA

EXHIBIT G

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

*Easements Agreement
between City & Related
for City's Use of
Related Property*

(Space Reserved for Clerk of Court)

Tax Folio No. _____

ATTACHMENT, CLADDING AND ENCROACHMENT EASEMENT

This **ATTACHMENT, CLADDING AND ENCROACHMENT EASEMENT** ("**Easement**") is made and entered into as of the ____th day of ____, 200__, by and between **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**") and the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**").

RECITALS:

1. City is the owner of certain real property located in Miami Beach, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "**City Property**"). TRG-Alaska I conveyed the City Property to City immediately prior to the execution and delivery of this Easement.

2. The City Property was a part of certain real property owned by TRG-Alaska I commonly known as the "Alaska Assemblage." The portion of the Alaska Assemblage retained by TRG-Alaska I and not conveyed to City is described on **Exhibit "2"** attached hereto (the "**TRG Property**").

3. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004 (the "**Settlement Agreement**"), TRG-Alaska I has agreed to grant to the City certain attachment, cladding and encroachment easements in connection with improvements (the "**City Improvements**") to be built by or for the City and that are permitted pursuant to the terms of that certain Declaration of

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Restrictive Covenants in Lieu of Unity of Title by the City and TRG-Alaska I, dated as of the date of this Easement, all as described in, subject to and pursuant to the terms and conditions of the Settlement Agreement and this Easement.

4. TRG-Alaska I intends to construct a residential tower, garage and other improvements on the TRG Property (the "**TRG Improvements**").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant by TRG-Alaska I of Easements.** TRG-Alaska I hereby grants, conveys, bargains and sells to the City, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors and mortgagees, at the City's sole cost and expense, the following:

(a) an easement, right and privilege to berm up to and landscape the southern façade of the parking garage to be built on the TRG Property and/or to connect the City Improvements to the southern face of such parking garage, together with the right and privilege to remove any decorative cladding from the southern face of such parking garage for such purposes, provided that the same does not adversely affect the structural integrity of such parking garage nor permit any access thereto by the City; and

(b) if any portion of the foundation of the City Improvements encroaches on the TRG Property as a result of (i) construction of the City Improvements; (ii) settling or shifting of the City Improvements; or (iii) any required alteration or repair to the City Improvements, or any required repair or restoration of the City Improvements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, then a perpetual, exclusive easement shall exist for such encroachment and for the maintenance of same so long as the City Improvements shall stand; provided, however the City shall not make use of the easements granted under this Paragraph 2(b) in a manner that would conflict with the TRG Improvements, but TRG-Alaska I agrees to accommodate reasonable repair, restoration or maintenance activity as long as such activity does not unreasonably interfere with the TRG Improvements.

3. **Security, Maintenance and Insurance.**

(a) TRG-Alaska I shall be responsible, at its sole cost and expense, for the security and maintenance of the TRG Property, except that during any period of time in which the City is exercising its rights under any of the easements granted hereunder, then the City shall be responsible for the security and protection of its own equipment and property.

(b) TRG-Alaska I shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the TRG Property by TRG-Alaska I, and/or its

successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In addition, TRG-Alaska I shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the TRG Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In such event, TRG-Alaska I shall be entitled to select counsel of TRG-Alaska I's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska I, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the TRG Property by the public generally or by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, City shall defend any and all claims asserted against TRG-Alaska I, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the TRG Property by the public generally or by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska I shall be permitted, at TRG-Alaska I's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. This Easement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Easement shall inure to the benefit of and be binding upon TRG-Alaska I, and its successors and assigns.

5. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Easement.

6. In the event of litigation arising out of the terms of this Easement or the use of the City Property or the TRG Property, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

7. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

8. All of the parties have participated fully in the negotiation of this Easement, and accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

9. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested,

postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

10. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed in full force and effect.

11. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

12. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska I have caused this Easement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ___th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) *SS*:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed
before this ____ day of _____, 200__ by _____, as _____
of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a
Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally
known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation

Print Name: _____

By: _____
MAYOR

Print Name: _____

Print Name: _____

Attest:

City Clerk

Print Name: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney _____
Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
CITY PROPERTY

EXHIBIT “2”
TRG PROPERTY

EXHIBIT H-1

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**Grantor**"), to **TRG-ALASKA I, LTD.**, a Florida limited partnership ("**Grantee**"), whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GRANTOR:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT "1"
LEGAL DESCRIPTION

EXHIBIT "2"

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

*Federal Triangle Deed
Related to City*

EXHIBIT H-2

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **TRG-ALASKA I, LTD.**, a Florida limited partnership, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

GRANTOR:

TRG-ALASKA I, LTD., a Florida limited partnership

Print Name: _____

By: TRG-Alaska I, Inc., a Florida corporation, its sole general partner

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT "1"
LEGAL DESCRIPTION

EXHIBIT "2"

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

*Alaska Covenant in
Lieu of UT*

EXHIBIT I

This instrument was prepared by:
Name: Laura R. Gangemi
Address: 1221 Brickell Avenue
Miami, Florida 33131

(Space reserved for Clerk)

**DECLARATION OF RESTRICTIVE COVENANTS
IN LIEU OF UNITY OF TITLE**

KNOW ALL BY THESE PRESENTS that the undersigned **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**") and **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**," the City and TRG-Alaska I are collectively referred to herein as the "**Owners**"), hereby make, declare and impose on the lands herein described, these covenants running with the title to the land, which shall be binding on the City and TRG-Alaska I, and their respective heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them or either of them;

WHEREAS, City holds the fee simple title to certain land in the City of Miami Beach, Miami-Dade County, Florida, described in Exhibits "1" (the "**City Alaska Property**"), "2" (the "**City Federal Triangle Property**") and "3" ("**Washington Avenue Extension Property**," the City Alaska Property, the City Federal Triangle Property and the Washington Avenue Extension Property are collectively referred to herein as the "**City Property**"), all of which Exhibits are attached hereto and made a part hereof;

WHEREAS, City intends to construct a baywalk and other public facilities on a portion of the City Property; and

WHEREAS, TRG-Alaska I holds the fee simple title to the land in the City of Miami Beach, Miami Dade County, Florida, described in Exhibit "4", attached hereto and made a part hereof (the "**TRG Alaska Assemblage Property**;" the City Property and the TRG Alaska Assemblage Property are collectively referred to herein as the "**Properties**"), on which TRG-Alaska I intends to construct a residential tower, garage and other improvements; and

WHEREAS, the Owners may wish to convey portions of the Property from time to time, and TRG-Alaska I may wish to offer units to be constructed on the TRG Alaska Assemblage Property as condominiums, this instrument is executed in order to assure that the development of

the Properties with future multiple ownership will not violate the Land Development Regulations of the City; furthermore, pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004, City and TRG-Alaska I have agreed to enter into this instrument in order to (1) waive setback requirements with respect to certain portions of the TRG Alaska Assemblage Property; (2) restrict the height of improvements on the City Property, and limit the use of the City Property to public park, baywalk and the construction of related non-residential improvements; and (3) allocate density and other development rights between the City Property and the TRG Alaska Assemblage Property, all pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the premises, City and TRG-Alaska I hereby agree as follows:

1. The Properties will be developed in substantial accordance with the approved concept plan, after one has been submitted and approved under the City's land development regulations. No modification shall be effectuated in such concept plan or this covenant without the written consent of the then owner(s) of the phase or portion of the Properties for which modification is sought, all owners within the original unified development site, or their successors, whose consent shall not be unreasonably withheld, and the Director of the City's Planning Department; provided the Director finds that the modification is in compliance with the land development regulations. Should the Director withhold such approval, the then owner(s) of the phase or portion of the Properties for which modification is sought shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the appropriate City board or the City Commission of Miami Beach, Florida, (whichever by law has jurisdiction over such matters). Such application shall be in addition to all other required approvals necessary for the modification sought. Proposed modifications to the Properties' use, operation, physical condition or concept plan shall also be required to return to the appropriate development review board or boards for consideration of the effect on prior approvals and the affirmation, modification or release of previously issued approvals or imposed conditions.
2. If the Properties will be developed in phases, each phase will be developed in substantial accordance with the approved concept plan.
3. In the event of multiple ownerships subsequent to concept plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of the declaration of restrictive covenants.
4. TRG-Alaska I shall have the right to construct up to the property line, without requirement of setbacks, in the area of the TRG Alaska Assemblage Property indicated on the sketch attached hereto as Exhibit "5," which Exhibit is by this reference made a part hereof.
5. The use of the City Alaska Property and of the City Federal Triangle Property shall be limited to public baywalk, park and such related improvements as the City shall determine other than residential improvements, which shall not be permitted. City may

erect, construct, create and locate improvements on the City Alaska Property and on the City Federal Triangle Property, provided the height of such improvements does not exceed the lowest point of the roof of the garage to be constructed on the TRG Alaska Assemblage Property.

6. The use of the Washington Avenue Extension Property shall be limited to vehicular and pedestrian traffic and public roadway purposes.
7. TRG-Alaska I shall have the right to place underground utilities and drainage in the Washington Avenue Extension Property provided that City consents (which consent shall not be unreasonably withheld or delayed) to the location of such underground utilities and drainage, and such use of the Washington Avenue Extension Property by TRG-Alaska I will not in any way inhibit or frustrate the use of the Washington Avenue Extension Property as a public roadway.
8. TRG-Alaska I shall be permitted to include the Washington Avenue Extension Property in any zoning or planning calculations, including, without limitation, set backs, floor area ratio, lot size and/or frontage, with respect to the TRG Alaska Assemblage Property.
9. The parties acknowledge that the City Alaska Property and the TRG Alaska Assemblage Property have an aggregate of 37,500 square feet of allowable floor area under the City code, which the parties hereby agree to allocate 28,000 to the City Alaska Property and 9,500 to the TRG Alaska Assemblage Property for MR zoning purposes (or residential purposes) as shown in the approved concept plan. Any additional square footage that might be obtained hereafter shall be allocated proportionately (i.e., 25.33% to the TRG Alaska Assemblage Property and 74.67% to the City Alaska Property).
10. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Properties and the Director of the Department of Planning, acting for and on behalf of the City of Miami Beach, Florida upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Properties for the purposes herein intended.
11. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Properties, with joinders by all mortgagees, if any. Should this Declaration of Restrictive Covenants be so modified, amended or released, the Director of the Department of Planning or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release.
12. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of

his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

13. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
14. This Declaration shall be recorded in the public records of Miami-Dade County at the Owners' expense.
15. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
16. In the event of a violation of this Declaration, in addition to any other remedies available, the City of Miami Beach is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

Signed, witnessed, executed and acknowledged on this _____ day of _____,
_____.

IN WITNESS WHEREOF, the Owners have caused these presents to be signed in their name by their proper officials.

WITNESSES:

TRG- ALASKA I:

TRG-ALASKA I, LTD., a Florida limited partnership

Print Name: _____

By: TRG-Alaska I, Inc., a Florida corporation, its sole general partner

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest: _____
City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

City Planning Director

Date

EXHIBIT “1”
CITY ALASKA PROPERTY

EXHIBIT “2”

CITY FEDERAL TRIANGLE PROPERTY

EXHIBIT “3”

WASHINGTON AVENUE EXTENSION PROPERTY

EXHIBIT “4”

TRG-ALASKA ASSEMBLAGE PROPERTY

EXHIBIT "5"
SKETCH OF NO SETBACK ZONE

EXHIBIT J

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(Space Reserved for Clerk of Court)

Tax Folio No. _____

ACCESS EASEMENT

This **ACCESS EASEMENT** ("**Easement**") is made and entered into as of the ____th day of ____, 200__, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**") and **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**").

RECITALS:

1. City is the owner of certain real property located in Miami Beach, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "**City Property**").
2. TRG-Alaska I is the owner of certain real property located in Miami Beach, Miami-Dade County more particularly described on **Exhibit "2"** attached hereto (the "**TRG Property**").
3. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004 (the "**Settlement Agreement**"), City has agreed to grant this Easement to TRG-Alaska I.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

\\MIA-SRV01\GANGEMIL\1558543v04\1fy0f04_.DOC\6/30/04\10840.018700

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easements.** City hereby grants, conveys, bargains and sells to TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, mortgagees, occupants, tenants, licensees, guests, invitees and permittees, a perpetual, non-exclusive easement, right and privilege of pedestrian and vehicular access, ingress, egress, passage and use on, over, through and across the City Property. TRG-Alaska I agrees not to build any overhead structures within the City Property.

3. **Security, Maintenance and Insurance.**

(a) The parties acknowledge and agree that the City Property is intended to be used and maintained in a safe and secure manner. City shall be responsible, at City's sole cost and expense, for the security and maintenance of the City Property.

(b) TRG-Alaska I shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the City Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, , and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, TRG-Alaska I shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the City Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, TRG-Alaska I shall be entitled to select counsel of TRG-Alaska I's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska I, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the City Property by the public generally or by City, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, City shall defend any and all claims asserted against TRG-Alaska I, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the City Property by the public generally or by City, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska I shall be permitted, at TRG-Alaska I's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. City reserves unto itself, its successors and assigns, the perpetual right and privilege of unrestricted access to, over, across and in the City Property.

5. This Easement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Easement shall inure to the benefit of and be binding upon TRG-Alaska I, and its successors and assigns.

6. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Easement.

7. In the event of litigation arising out of the terms of this Easement or the use of the City Property, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

8. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

9. All of the parties have participated fully in the negotiation of this Easement, and accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

10. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

11. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed in full force and effect.

12. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

13. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska I have caused this Easement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ___th day of ____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, 200__ by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
CITY PROPERTY

EXHIBIT “2”
TRG PROPERTY

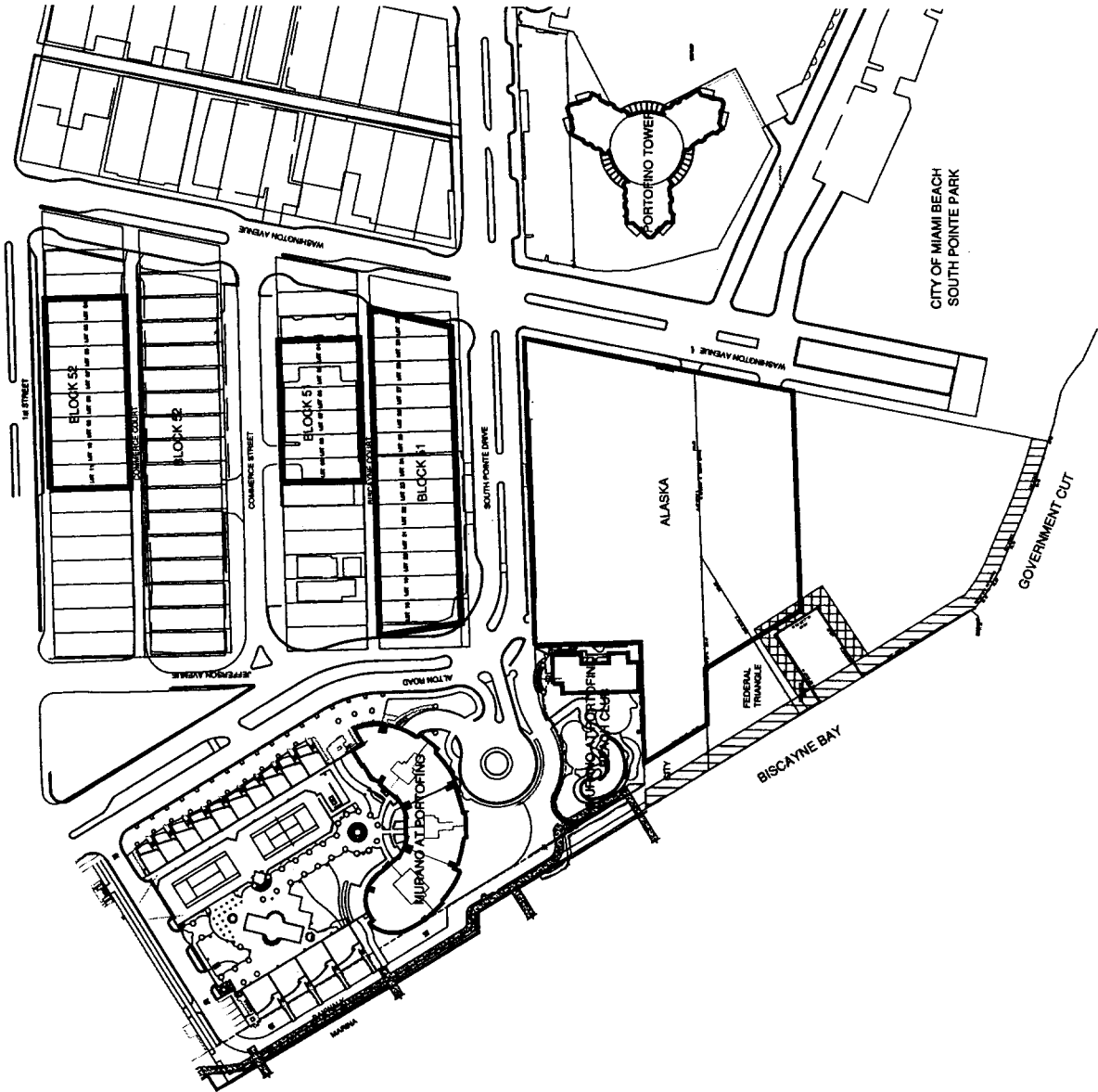
Exh. "K" Baywalk Location Plan

n.t.s.

exhibit 'K' location plan



- Proposed Baywalk location with basin fill in per Term Sheet
- Proposed Baywalk location without basin fill in per Term Sheet



n.t.s.

exhibit 'K' location plan

Washington Avenue
Extension Deed -
Related to City

EXHIBIT L

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **TRG-ALASKA I, LTD.**, a Florida limited partnership, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

TRG-ALASKA I, LTD., a Florida limited partnership

By: TRG-Alaska I, Inc., a Florida corporation, its sole general partner

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT "2"

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

Block 51 End Parcels
Deed From City to Related

EXHIBIT M

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**Grantor**"), to **TRG-ALASKA III, LLC.**, a Florida limited liability company ("**Grantee**"), whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

\\MIA-SRV01\GANGEMIL\1558557v04\1fy0t04_.DOC\6/30/04\10840.018700

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GRANTOR:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **THE CITY OF MIAMI BEACH**, a municipal corporation, on behalf of such entity. He/She [check one] ___ is personally known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **THE CITY OF MIAMI BEACH**, a municipal corporation, on behalf of such entity. He/She [check one] ___ is personally known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT "1"

LEGAL DESCRIPTION

A portion of Lot 18 and the 10 foot walk adjacent thereto, Block 51 of the plot of OCEAN BEACH FLA. ADDITION NO. 3 as recorded in Plot Book 2, Page 81 of the Public Records of Dade County, Florida, more particularly described as follows:

That portion of said Lot 18 and the 10 foot walk adjacent thereto lying Easterly and Northerly of the following described line; begin at a point on the Northerly line of said Lot 18, said point being 0.39 feet Easterly of the Northwestern corner of said Lot 18; thence S 12'-46'-09" E, parallel with and 0.39 feet Easterly of the Westerly line at said Lot 18 for 74.85 feet to a point of non-tangential curve leading to the left and concave to the Northeast, having a radius of 47.50 feet and whose radius point bears N 68'-24'-46" E; thence Southerly and Easterly through a central angle of 37'-27'-59" for an arc distance of 31.06 feet to a point on the Southerly line of said Lot 18 and on the Northerly line of a 10 foot walkway as shown on said plat of OCEAN BEACH FLA. ADDITION NO 3, said point being also a point of compound curve having a radius of 45.00 feet; thence Southerly and Easterly through a central angle of 23'-25'-51" for an arc distance of 18.40 feet to a point on the Southerly extension of the Easterly line of said Lot 18, said point being 9.78 feet Southerly of the Southeasterly corner of said Lot 18 and the TERMINAL POINT of the herein described line.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Dade County, Florida.

A portion of Lots 29 and 30 and the 10 foot walk adjacent thereto, Block 51 of the plot of OCEAN BEACH ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Dade County, Florida, more particularly described as follows:

Begin at the Northwestern corner of said Lot 29; thence N 77'-13'-28" E along the Northerly line of said Lots 29 and 30 a distance of 55.15 feet to a point; thence S 00'-37'-13" W for a distance of 112.35 feet to a point on the Southerly line of a 10 foot walk shown on said plat of OCEAN BEACH ADDITION NO. 3; thence S 76'-52'-58" W along the Southerly line of said 10 foot walk a distance of 31.51 feet to its intersection with the Southerly extension of the Westerly line of said Lot 29; thence N 12'-46'-09" W along the said Southerly extension and along the Westerly line of said Lot 29 a distance of 110.02 feet to the POINT OF BEGINNING.

All of the above lying and being in Section 3, township 54 South, Range 42 East, City of Miami Beach, Dade County, Florida.

EXHIBIT "2"

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT N

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

*Block 51 Alley Air
Rights Easement for
bridging over Alley
bet./from City to
Related*

(Space Reserved for Clerk of Court)

Tax Folio No. _____

AIR RIGHTS CONSENT AND EASEMENT AGREEMENT

This **AIR RIGHTS CONSENT AND EASEMENT AGREEMENT** ("Consent and Easement Agreement") is made and entered into as of the ____th day of ____, 200__, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City") and **TRG-Alaska III, LLC**, a Florida limited liability company, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("TRG-Alaska III").

RECITALS:

1. TRG-Alaska III is the owner of certain lots located in Block 51 in the plat of OCEAN BEACH FLA. ADDITION No. 3, Plat Book 2 at Page 51, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "TRG Property").

2. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska III, certain of its affiliates, City and other parties, dated _____, 2004 (the "Settlement Agreement"), City has agreed to allow TRG-Alaska III to bridge over a certain alley (the "Alley") that is located in Block 51 and on which the TRG Property abuts.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

\\MIA-SRV01\GANGEMIL\1558628v04\IFY3404_DOC\6/30/04\10840.018700

[Block 51 Alley Air Rights Easement]

2. **Consent to use of Airspace; Grant of Easement.** City hereby consents to the occupancy and use by TRG-Alaska III, and its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, mortgagees, occupants, tenants, licensees, guests, invitees and permittees, of the airspace above the Alley that exists at the third, fourth and fifth floor levels of the improvements to be constructed on the TRG Property (the "**Airspace**"), and to the construction of improvements by TRG-Alaska III, its successors and assigns, within the Airspace, all subject to the terms and conditions of this Consent and Easement Agreement and subject to and limited in scope to improvements as contemplated in the concept plan approved by the City Commission. City further hereby grants, conveys, bargains and sells to TRG-Alaska III, and its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, mortgagees, occupants, tenants, licensees, guests, invitees and permittees, a perpetual, exclusive easement, right and privilege to occupy and use the Airspace, and to construct improvements within the Airspace, all subject to the terms and conditions of this Consent and Easement Agreement, and subject to and limited in scope to improvements as contemplated in the concept plan approved by the City Commission.

3. **Security, Maintenance and Insurance.**

(a) The parties acknowledge and agree that the Airspace is intended to be used and maintained in a safe and secure manner. TRG-Alaska III shall be responsible, at TRG-Alaska III's sole cost and expense, for the security and maintenance of the Airspace.

(b) TRG-Alaska III shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the Airspace by TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees, to the extent resulting from the intentional or negligent acts of TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, TRG-Alaska III shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the Airspace by TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees to the extent resulting from the intentional or negligent acts of TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, TRG-Alaska III shall be entitled to select counsel of TRG-Alaska III's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) TRG-Alaska III shall obtain and at all times during the term of this Consent and Easement Agreement obtain and maintain with respect to the Airspace comprehensive general and public liability insurance providing liability insurance against claims for personal injury, death or property damage, occurring on or about the Airspace, for at least a combined single limit for bodily injury, death and property damage liability of [] Million and No/100 Dollars (\$___,000,000) per occurrence.

All insurance provided for in this Paragraph 3(c) shall be effective under valid and enforceable policies issued by highly rated insurers of recognized responsibility which are licensed to do business in the State of Florida. All such companies shall be rated at least "A" as to management, and at least "Class X" as to financial strength on the latest edition of Best's Insurance Guide. Each insurance policy shall be marked "premium paid" or accompanied by other satisfactory evidence of payment of premiums.

All policies of insurance required by this Paragraph 3(c) shall indicate City as additional named insured. All insurance policies shall provide that no change, cancellation or termination shall be effective until at least thirty (30) days after written notice to the additional named insured.

(d) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska III, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the Airspace or the City Property by City, its successors and/or assigns, and/or their respective invitees, agents, employees, guests, lessees or licensees. In addition, City shall defend any and all claims asserted against TRG-Alaska III, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the Airspace or the City Property by City, its successors and/or assigns, and/or their respective invitees, agents, employees, guests, lessees or licensees. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska III shall be permitted, at TRG-Alaska III's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. This Consent and Easement Agreement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Consent and Easement Agreement shall inure to the benefit of and be binding upon TRG-Alaska III, and its successors and assigns, except that TRG-Alaska III or such successor or assignee, as the case may be, shall be released of all future obligations hereunder upon conveyance of its interest in the TRG Property; provided, however, that any such transferee of TRG-Alaska III or its successor or assignee, as the case may be, shall be bound by all such terms and conditions of this Consent and Easement Agreement. An assignment of TRG-Alaska III's rights hereunder shall only be effective if a specific written assignment is recorded in the Public Records of Miami-Dade County, Florida.

5. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Consent and Easement Agreement.

6. In the event of litigation arising out of the terms of this Consent and Easement Agreement or the use of the Airspace, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

7. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

8. All of the parties have participated fully in the negotiation of this Consent and Easement Agreement, and accordingly, this Consent and Easement Agreement shall not be more strictly construed against any one of the parties hereto.

9. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

10. In the event any term or provision of this Consent and Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Consent and Easement Agreement shall be construed in full force and effect.

11. All of the Exhibits attached to this Consent and Easement Agreement are incorporated in, and made a part of, this Consent and Easement Agreement.

12. This Consent and Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska III have caused this Air Rights Consent and Easement Agreement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ____th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA III, LLC, a Florida limited
liability company**

**By: TRG-Alaska Commercial, Ltd., a Florida
limited partnership, its sole member**

**By: TRG-Alaska Commercial, Inc., a
Florida corporation, its sole
general partner**

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, 200__ by _____, as _____ of **TRG-Alaska Commercial, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska Commercial, Ltd.**, a Florida limited partnership, the sole member of **TRG-Alaska III, LLC**, a Florida limited liability company, on behalf of said entities. He/She [check one] ___ is personally known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney

Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”

TRG PROPERTY

*Block 51 Coverant -
in Liau with Ramos -
if necessary*

EXHIBIT O

[TO BE DRAFTED, IF APPLICABLE]

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R7 - Resolutions

R7B A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Northern Half) Of The West 29th Street Street-End, West Of Prairie Avenue, In Favor Of Massimo And Jiska Barraca, Owners Of The Adjacent Property, Located At 2900 Prairie Avenue; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; Provided Further That Approval Of The Aforestated Vacation Is Subject To And Contingent Upon The Owners' Execution And Recordation Of The Declaration Of Restrictive Covenants (Covenant) Attached As Exhibit "A" To This Resolution; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review Of Same By The City Attorney's Office. **11:00 a.m. Public Hearing**

(Public Works)

(Continued from April 14, 2004)

(Memorandum & Resolution to be Submitted in Supplemental)

AGENDA ITEM R7B
DATE 7-7-04

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, extending the agreement with Gold Star Parking Systems, Inc. for valet parking services at the Miami Beach Convention Center, Jackie Gleason Theater of the Performing Arts, and other City property, as may be required, on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process has resulted in the selection of a firm, and a contract has been awarded.

Issue:

Should an extension of the current valet parking services agreement be approved on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process has resulted in the selection of a firm and a contract has been awarded?

Item Summary/Recommendation:

On January 14, 2004, the Mayor and Commission approved the issuance of RFP No. 20-03/04 for Valet Parking Services at the Miami Beach Convention Center, Jackie Gleason Theater of the Performing Arts, and other city property, as may be required. The Administration has deemed all proposals non-responsive; therefore, all responses have been rejected and the valet parking services request for proposals will be re-issued. The current agreement with Gold Star will expire on September 14, 2004. Therefore, in order to maintain existing service levels and avoid a disruption in service, it is recommended that the City extend the current agreement on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for valet parking services has resulted in the selection of a firm, and a contract has been awarded.

Advisory Board Recommendation:

| |
|--|
| |
|--|

Financial Information:

Amount to be expended:

| Source of Funds: | Amount | | | Approved |
|--------------------------|--------|--|---------|----------|
| | 1 | | Account | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |
| <div>Finance Dept.</div> | | | | |

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, EXTENDING THE VALET PARKING SERVICES AGREEMENT WITH GOLD STAR PARKING SYSTEMS, DATED SEPTEMBER 15, 1999, FOR PROVIDING VALET PARKING SERVICES AT THE MIAMI BEACH CONVENTION CENTER, JACKIE GLEASON THEATER OF THE PERFORMING ARTS, AND OTHER CITY PROPERTY, AS MAY BE REQUIRED, ON A MONTH-TO-MONTH BASIS, TERMINABLE AT THE DISCRETION OF THE CITY MANAGER, UNTIL SUCH TIME THAT THE REQUEST FOR PROPOSALS PROCESS FOR VALET PARKING SERVICES HAS RESULTED IN THE SELECTION OF A FIRM, AND A CONTRACT HAS BEEN AWARDED.**

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Gold Star Parking Systems, Inc. has provided valet parking services at the Miami Beach Convention Center, Jackie Gleason Theater of the Performing Arts, and other city property, since October 1, 1986. The current concession agreement with Gold Star Parking Systems for valet parking service was executed on September 15, 1999, and it is in its final term, expiring on September 14, 2004, with no further options for renewal.

On January 14, 2004, the Mayor and Commission approved the issuance of RFP No. 20-03/04 for Valet Parking Services at the Miami Beach Convention Center, Jackie Gleason Theater of the Performing Arts, and other city property, as may be required.

On April 6, 2004, the City received proposals from the following firms:

Selig Parking, Inc d/b/a AAA Parking
AmeriPark, Inc. (Atlanta Valet Parking, Inc.)
Boca Parking Systems, Inc.
Gold Star Parking, Inc.
Imperial Parking (U.S.), Inc.
USA Parking System, Inc.

After consultation with the City Attorney's office and in coordination with the City's Parking Department and Procurement Division, all six (6) firms were deemed non-responsive for failure to meet the minimum requirements and/or qualifications, or for failure to provide the required financial documents as stated below:

Pursuant to RFP Section III, Paragraph B, entitled "Minimum Requirements/Qualifications", proposers are required to meet the following criteria:

"The Proposer must have a verifiable proven record of providing valet parking services and must have not fewer than three (3) consecutive years of experience, in the State of Florida, providing successful valet parking services for major convention centers, theaters of performing arts, playhouses, cultural centers, amphitheaters, and/or sporting event venues such as stadiums or arenas."

Additionally, all proposers were required to submit the following financial documents with their proposal:

- a) Balance Sheets for prior two years.
- b) Income Statements for the prior two years.
- c) Statements of Cash Flows for the prior two years.
- d) Statement of changes in stockholder's equity for the prior two years.
- e) Notes to Financial Statements.
- f) Corporate/partnership federal income tax return for the last completed fiscal year.
- g) Credit report (i.e. Dun & Bradstreet report).
- h) Credit history letter(s) from financial institution(s).
- i) Quarterly financial statement, most recent
- j) List of any significant litigation in the last five years in which the proposer was a defendant. Include a statement about the nature of each lawsuit and its outcome.

CONCLUSION

In order to maintain existing service levels and avoid a disruption in service, it is recommended that the Mayor and City Commission extend the current agreement with Gold Star, which will expire on September 14, 2004, on a month-to-month basis, until such time that the competitive bidding process for valet parking services results in the award of a contract, which may take from 60-120 days (i.e. RFP process, City Manager's recommendation relative to ranking of firms, negotiations, and award of contract by City Commission).

JMG/CMC/SF

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, EXTENDING THE VALET PARKING SERVICES AGREEMENT WITH GOLD STAR PARKING SYSTEMS, DATED SEPTEMBER 15, 1999, FOR PROVIDING VALET PARKING SERVICES AT THE MIAMI BEACH CONVENTION CENTER, JACKIE GLEASON THEATER OF THE PERFORMING ARTS, AND OTHER CITY PROPERTY, AS MAY BE REQUIRED, ON A MONTH-TO-MONTH BASIS, TERMINABLE AT THE DISCRETION OF THE CITY MANAGER, UNTIL SUCH TIME THAT THE REQUEST FOR PROPOSALS PROCESS FOR VALET PARKING SERVICES HAS RESULTED IN THE SELECTION OF A FIRM, AND A CONTRACT HAS BEEN AWARDED.

WHEREAS, the City issued Request for Proposals No. 20-03/04 on January 14, 2004 to solicit proposals for a multiple year contract for valet parking services to serve the Miami Beach Convention Center, Jackie Gleason Theater of the Performing Arts, and other City property, as may be required; and

WHEREAS, the Administration has reviewed all proposals submitted and deemed all to be non-responsive; and

WHEREAS, the City will re-issue a request for proposals for valet parking services for the Miami Beach Convention Center, Jackie Gleason Theater of the Performing Arts, and other city property, as may be required; and

WHEREAS, there is a need to continue providing valet parking services at said city venues and the current agreement with Gold Star Parking Systems, Inc. will expire on September 14, 2004; and

WHEREAS, in order to maintain existing service levels and avoid a disruption in service, it is recommended that the City extend the current agreement on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for valet parking services has resulted in the selection of a firm, and a contract has been awarded.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, herein extend the current valet parking services agreement with Gold Star Parking Systems, Inc. on a month-to-month

basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for valet parking services has resulted in the selection of a firm, and a contract has been awarded.

PASSED AND ADOPTED this _____ day of _____, 2004

MAYOR

ATTEST:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

CITY CLERK

JMG/CMC/SF
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City Attorney 6-24-04
Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, extending the hourly rate contract for cashiers/attendants and supervisors with APCOA/Standard-VIP'S Parking Systems, on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process has resulted in the selection of a firm, and a contract has been awarded.

Issue:

Should an extension of the current hourly rate contract for cashiers/attendants and supervisors be approved on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process has resulted in the selection of a firm and a contract has been awarded?

Item Summary/Recommendation:

On January 14, 2004, the Mayor and Commission approved the issuance of RFP No. 18-03/04 for hourly rate cashiers/attendants and supervisors. The competitive bidding process is underway; however, the current agreement may lapse prior to the selection and award to a successful firm. Therefore, in order to maintain existing service levels and avoid a disruption in service, it is recommended that the City extend the current agreement on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for hourly rate cashiers, attendants, and supervisors has resulted in the selection of a firm, and a contract has been awarded.

Advisory Board Recommendation:

Financial Information:

Amount to be expended:

Source of
Funds:



Finance Dept.

| | Amount | Account | Approved |
|-------|--------|---------|----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| Total | | | |

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
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AGENDA ITEM

R7D

471
DATE

7-7-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, EXTENDING THE HOURLY RATE CONTRACT WITH APCOA/STANDARD-VIP'S PARKING SYSTEMS, DATED AUGUST 4, 1999, FOR PROVIDING HOURLY RATE CASHIERS, ATTENDANTS, AND SUPERVISORS TO THE CITY'S PARKING DEPARTMENT, ON A MONTH-TO-MONTH BASIS, TERMINABLE AT THE DISCRETION OF THE CITY MANAGER, UNTIL SUCH TIME THAT THE COMPETITIVE BIDDING PROCESS FOR HOURLY RATE CASHIERS/ATTENDANTS, AND SUPERVISORS HAS RESULTED IN THE SELECTION OF A FIRM, AND A CONTRACT HAS BEEN AWARDED.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funds available in Parking Enterprise Fund # 480-0463-000312

Funds available in 7th Street Garage Fund #142-6976-000312

Funds available in City Center Redevelopment Agency Account #463-1990-000312

ANALYSIS

APCOA/Standard - VIP's Parking Systems "Standard" has provided contract labor in the form of cashiers, attendants, and supervisors for the City's Parking System since August 4, 1999. The initial two-year term expired on August 3, 2001, the second of three annual renewal options expired on August 3, 2003, and the third of three annual renewal options expires on August 3, 2004. The terms of the Agreement do not allow for any further renewal periods.

On January 14, 2004, the Mayor and Commission approved the issuance of RFP No. 18-03/04 (the "RFP") for hourly rate cashiers, attendants, and supervisors for the City's Parking Department. The Administration is continuing to review all proposals received in response to the RFP, as well as addressing a bid protest to the RFP submitted from Quik Park. This has resulted in an inordinately lengthy, staff intensive and laborious process that

July 7, 2004

Commission Memorandum

Month-to-Month Renewal Option for Hourly Rate Cashiers/Attendants
And Supervisors (APCOA/Standard- VIP's Parking System, Inc.)

Page 2 of 2

has not yet reached a final conclusion. Therefore, in order to maintain existing service levels and avoid a disruption in service, it is recommended that the City extend the current agreement on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for hourly rate cashiers, attendants, and supervisors has resulted in the selection of a firm, and a contract has been awarded.

CONCLUSION

The Administration recommends that the Mayor and Commission extend the current agreement on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for hourly rate cashiers, attendants, and supervisors has resulted in the selection of a firm, and a contract has been awarded.

JMG/CMC/SF

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, EXTENDING THE HOURLY RATE CONTRACT WITH APCOA/STANDARD-VIP'S PARKING SYSTEMS, DATED AUGUST 4, 1999, FOR PROVIDING HOURLY RATE CASHIERS/ATTENDANTS, AND SUPERVISORS TO THE CITY'S PARKING DEPARTMENT, ON A MONTH-TO-MONTH BASIS, TERMINABLE AT THE DISCRETION OF THE CITY MANAGER, UNTIL SUCH TIME THAT THE COMPETITIVE BIDDING PROCESS FOR HOURLY RATE CASHIERS, ATTENDANTS, AND SUPERVISORS HAS RESULTED IN THE SELECTION OF A FIRM, AND A CONTRACT HAS BEEN AWARDED.

WHEREAS, the City issued Request for Proposals No. 18-03/04 on January 14, 2004 to solicit proposals for a multiple year contract for hourly rate cashiers/attendants and supervisors; and

WHEREAS, the competitive bidding process is underway; however, the current agreement may lapse prior to the selection and award to a successful firm; and

WHEREAS, there is a need to continue providing having hourly rate cashiers/attendants and supervisors and the current agreement with APCOA/Standard-VIP's Parking Systems, Inc. will expire on August 3, 2004; and

WHEREAS, in order to maintain existing service levels and avoid a disruption in service, it is recommended that the City extend the current agreement on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for hourly rate cashiers, attendants, and supervisors has resulted in the selection of a firm, and a contract has been awarded.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, herein extend the current agreement with APCOA/Standard Parking-VIP's Parking Systems, Inc. on a month-to-month basis, terminable at the discretion of the City Manager, until such time that the competitive bidding process for hourly rate cashiers/attendants and supervisors has resulted in the selection of a firm, and a contract has been awarded.

PASSED AND ADOPTED this _____ day of _____, 2004


ATTEST:

MAYOR

CITY CLERK

JMG/CMC/SF
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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 6-24-04
City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Authorize additional services to CDM for the construction administration and resident project representative for the Water and Waste Water Pump Stations Upgrades in the Amount of \$424,640.

Issue:

Shall the City Commission Authorize Additional Services to CDM for the Construction Administration of the Water and Waste Water Pump Station Upgrades?

Item Summary/Recommendation:

On February 1999, Resolution 99-23061 awarded a \$17,692,568.00 contract to Felix Equities, Inc. (FEI) pursuant to Invitation to Bid No. 99-97/98 for the Water and Waste Water Pump Station Upgrades. On June 18, 2002, the Administration certified FEI in Default. On July 10, 2002, the Mayor and City Commission adopted Resolution 2002-24924, which declared an emergency situation and waived the formal competitive bidding requirements for the project. Due to the continued deterioration of the pump stations, the City Administration decided in late 2002 that it was not in the City's interest to continue to wait for the conclusion of the FEI/Surety issues noted above before continuing the project. Therefore, the Administration decided to complete the previously approved informal bid process to secure a replacement contractor. Camp Dresser & McKee, Inc (CDM), the consultant for the above referenced project has guided the City along the extended process of the specific project.

On January 14, 2004, Resolution 2004-25465 awarded a Contract to Widell Inc. in the amount of \$17,352,615, for the Water and Waste Water Pump Stations Upgrades pursuant to Bid No. 10-02/03. In addition, the Resolution stated that the amount of \$500,000 appropriated for CDM as a consultant for the project was only an estimate due to the fact that the City had not begun negotiations regarding the final scope of the project and corresponding fees.

The City and CDM finalized negotiations for additional services to include the additional tasks of the review of "Shop Drawings, Samples and Miscellaneous Issues" (Task 2.0) and "Resident Project Representative Services" (Task 3.0). The final negotiated amount for CDM's efforts on this project is \$924,640, of which \$500,000 was approved by the Commission through Resolution 2004-25465.

Funding for these additional services is available from Series 1995 Water/Sewer Bond Interest, City Center RDA TIF and South Pointe RDA TIF, with the understanding that when the City Administration and City Attorney are able to negotiate an acceptable settlement with the surety company United Fidelity and Guaranty Company (USF&G) for the previous contractor Felix Equities and if the appropriate Courts approve the settlement; funding will be reimbursed to the funding source.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|------------------|-------|--------------|---------------------------------------|----------|
| | 1 | \$25,478.40 | City Center RDA TIF | |
| | 2 | \$424.64 | South Pointe RDA TIF | |
| | 3 | \$398,736.96 | Series 1995 Water/Sewer Bond Interest | |
| Finance Dept. | Total | \$424,640.00 | | |

City Clerk's Office Legislative Tracking:

Jech

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

T:\AGENDA\2004\Jul0704\Regular\pump stations CDM cover.doc

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING AN AMENDMENT TO THE AGREEMENT WITH CAMP, DRESSER AND MCKEE (CDM) TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR UPGRADING WATER AND SEWER PUMPING STATIONS; SAID AMENDMENT PROVIDING FOR CONSTRUCTION ADMINISTRATION AND FIELD OVERSIGHT SERVICES FOR THE WATER AND WASTE WATER PUMP STATIONS UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED \$424,640; APPROPRIATING \$398,736.96 FOR SAID PURPOSE FROM SERIES 1995 WATER/SEWER BOND INTEREST.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding in the amount of \$398,736.96 is available from Series 1995 Water/Sewer Interest, \$25,478.40 from City Center RDA TIF and \$424.64 from South Pointe RDA TIF.

Once the City Administration and City Attorney are able to negotiate an acceptable settlement with the United Fidelity and Guaranty Company (USF&G), Surety Company in the dispute with the previous contractor, Felix Equities, Inc., and if the appropriate courts approve the settlement agreement, funding will be reimbursed.

ANALYSIS

On February 1999, Resolution 99-23061 awarded a \$17,692,568.00 contract to Felix Equities, Inc. (FEI) pursuant to Bid No.99-97/98 for the Water and Waste Water Pump Station Upgrades in the City of Miami Beach.

On May 21, 2001, FEI submitted a Request for Equitable Adjustment (REA) to the City's consulting engineer Camp Dresser & McKee, Inc. (CDM) for approximately \$1.7 million, representing increased costs the Contractor attributed to delays associated with the issues referenced above. Repeated City requests for FEI to submit specific documentation to support the REA were not provided in sufficient detail to allow a thorough analysis by CDM or City staff. Without this information, the City could not evaluate the Contractor's REA.

On June 7, 2002, the City Administration sent FEI a Notice of Default due to the lack of progress in the project and provided FEI 10 days to correct the lack of progress issues. Upon FEI's failure to properly remedy its lack of progress, the City Administration certified FEI in default on June 18, 2002. Subsequently, on July 10, 2002, and pursuant to Article 8.8 of the City's contract with FEI, the Administration recommended that the City Commission remove the prosecution of work from the hands of FEI and authorize the City Manager, or designee, to prosecute the remainder of the work. Pursuant to Article 8.8, any remaining funds in the contract would be returned to the contractor, or if the remaining funds were insufficient, the contractor, after completion of the work, would be required to pay the City the cost overrun. This action was consistent with the contract requirements. The City Commission approved this request on that date through Resolution 2002-24924.

On July 9, 2002, the day before the City Commission action noted above, Linc Net, the parent company of FEI, filed for bankruptcy and an automatic stay was placed on the FEI contract. This action precluded the City from implementing any action regarding FEI and FEI's contract without Bankruptcy Court approval. At approximately the same time, FEI and its surety company, United States Fidelity and Guaranty Company (USF&G), requested a meeting with the City to discuss potential settlement options. These initial discussions did not produce a settlement that met the interests of all parties. Therefore, the City invoked the Performance Bond on the project provided by USF&G in August 2002. USF&G declined to honor its Performance Bond based on the bankruptcy of FEI. Subsequent demands and settlement discussions continued throughout the balance of 2002 and into 2003. Negotiations on this matter have continued throughout between the City and USF&G in order to obtain a resolution on their obligations under the bond.

Due to the continued deterioration of the pump stations, the City Administration decided in late 2002 that it was not in the City's interest to continue to wait for the conclusion of the FEI/Surety issues noted above before continuing the project. Therefore, the Administration decided to complete the previously approved informal bid process to secure a replacement contractor.

On June 10, 2003, the deadline for bids pursuant to Invitation to Bid No. 10-02/03, bid proposals were received at the Procurement Department. Only one contractor, who was deemed qualified and responsive, submitted an initial bid proposal and the City decided to proceed with negotiations. The initial bid by Widell, Inc. was in the amount of \$20,970,000.

The City entered into long and very detailed negotiations with Widell. CIP staff and CDM as well as personnel from Widell evaluated every item in the bid proposal, reviewed carefully the established scope, and reviewed the documents submitted for bid, etc., and in the end agreed upon a final cost to complete the project of \$17,352,615; as approved in Resolution 2004-25465, dated January 14, 2004.

Throughout this effort the City has counted on the unconditional support of CDM to ensure the correct decision for the City is made. Resolution 2004-25465 stated that the amount for services awarded to CDM at that time was only an estimate due to the fact the City had not

begun negotiations regarding the final scope of services and corresponding fees. At that time, \$500,000 was awarded to CDM.

The City has negotiated the complete additional services required of CDM for this project, which will include the "Shop Drawing, Samples and Miscellaneous Issues" (Task 2.0) and the "Resident Project Representative" (Task 3.0). All other services have been contemplated in the initial services approved in Resolution 2004-25465. The fee for these services has been negotiated for a not to exceed amount of \$924,640. With the Commission's prior approval of up to \$500,000 additional funding in the amount of \$424,640 is needed, as outlined in Attachment A.

Funding for these additional services are available in the amount of \$398,736.98 from Series 1995 Water/Sewer Bond Interest, \$25,478.40 from City Center RDA TIF and \$424.64 from South Pointe RDA TIF, with the understanding that when the City Administration and City Attorney are able to negotiate an acceptable settlement with the surety company United Fidelity and Guaranty Company (USF&G) for the previous contractor Felix Equities and if the appropriate Courts approve the settlement; funding will be reimbursed to the funding source.

CONCLUSION

At this time the condition of some of the Pump Stations are in emergency status; Widell, Inc. has executed the contract with the City and mobilizations in the project have begun. Awarding this additional services to CDM in an amount not to exceed \$424,640 for Construction Administration and Field Observation services will ensure the best performance of the new contractor.

ATTACHMENT

**CITY OF MIAMI BEACH
CONSULTANT SERVICE ORDER**

Dated: January 5, 2004
(Revised April 20 2004)

TO: Camp Dresser & McKee Inc.
800 Brickell Avenue, Suite 710
Miami, Florida 33131

**RE: Amendment 13A to the Agreement between the City of Miami Beach
and Camp Dresser and McKee, Inc. dated July 21, 1992**

Pursuant to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc. (CDM) for Professional Services, dated July 21, 1992, (Agreement) the parties desire to amend the Agreement to retain the services of CDM to provide Construction Administration Services during construction of the Water and Wastewater Pump Station Upgrade (Re-Procurement). This project consists of the citywide rehabilitation of the water and wastewater pump stations throughout the City. The services provided are more particularly described in the attached Scope of Work:

Project Name: Water and Wastewater Pump Station Upgrade (Re-Procurement)

Calendar days to complete this work: 555 days from the First Notice to Proceed, including 510 day construction period.

| | | |
|------------------------------------|-------------------------------------|-------------------|
| Fee for this Service Order: | Task 2.0 (Not-to-Exceed) | \$ 110,940 |
| | <u>Task 3.0 (Not to Exceed)</u> | <u>\$ 313,700</u> |
| | Total Service Order (Not-to-Exceed) | \$ 424,640 |

Basic Service X Additional Service Reimbursable Expense

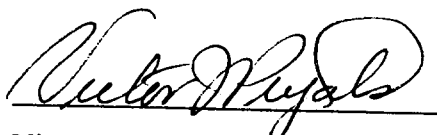
ACCEPTED:

City of Miami Beach

Camp Dresser & McKee Inc.

Tim Hemstreet
CIP Director

Date



Victor J. Pujals, P.E., DEE
Vice President

4/21/04

Date

SCHEDULE A
SCOPE OF WORK
CITY OF MIAMI BEACH
WATER AND WASTEWATER PUMP STATION UPGRADE (RE-PROCUREMENT)
PHASE III GENERAL SERVICES DURING CONSTRUCTION

April 20, 2004 Revised

CONSULTANT shall provide General Engineering Services during the proposed contract construction period of 510 days (17 months) to Final Acceptance (FA). General Engineering Services during construction will be provided by the CONSULTANT for the pump station upgrades improvements project for which drawings, specifications and other documents were prepared by the CONSULTANT. These general engineering services shall include the following:

Task 1.0 General Services

Addressed in Amendment 13.

Task 2.0 Shop Drawings and Samples, Factory Witness Testing, Miscellaneous Issues

- 2.1 Review and approval of shop drawings and samples, the results of tests and inspections and other data which the Contractor is required to submit. The costs of reviewing substitute products as submitted by the Contractor, shall be separately billed to the CITY and payment made to CONSULTANT. Reimbursement to the CITY, by the Contractor, shall be as defined within the construction Contract Documents.
- 2.2 Perform factory visits, as required, for the purpose of witnessing specified factory testing of pumps.
- 2.3 CONSULTANT will address miscellaneous issues related to the default contractors or prior work with prior knowledge and approval of the CITY that are not currently anticipated under another Task of this Amendment.

Task 3.0 Resident Project Representative

- 3.0 The CONSULTANT will furnish one full-time resident project representative and other field staff as necessary to assist the CONSULTANT in observing performance of the work of the Contractor. The duration estimated for this project is over a 510 calendar day construction period to Final Acceptance (FA). Should this period be exceeded, CONSULTANT reserves the right to request

additional compensation. The resident project representative is the CONSULTANT's representative and will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding their actions. The Duties and Responsibilities of the resident project representative are listed below in Schedule C. The resident project representative's dealings in matters pertaining to the on site work shall in general be only with the CONSULTANT and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communication with the CITY will be only through or as directed by the CONSULTANT. This phase of the work runs concurrently with the construction contract's time period of construction.

Task 4.0 Close Out Activities

Addressed in Amendment 13.

SAFETY

CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

CONSULTANT and its personnel have no authority to exercise control over any construction contractor or other entity or their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's personnel.

DATA OR ASSISTANCE TO BE PROVIDED BY CITY

- A. Assign a CONTRACT ADMINISTRATOR to represent the CITY on this assignment.
- B. Assist in the scheduling of necessary shutdowns during the execution of the Work by the CONTRACTOR.
- C. Payment of all permit fees associated with this project.
- D. Pump and SCADA system start-up, data monitoring and control will be performed by the CITY staff in accordance with the "OWNER" related responsibilities of operational testing protocol indicated in Specification Sections 11212, 11214, 11307 and 13300.
- E. Provide CONSULTANT with an electronic document disclaimer prior to the transfer of electric documents (e.g., drawing and materials).

DELIVERABLES

- A. Copies of pre-construction and monthly progress meeting minutes prepared by the CONSULTANT.
- B. One copy of all approved shop drawings, and other submittals.
- C. Copies of all correspondence to the CONTRACTOR.
- D. Copies of Change Orders.
- E. Three Sets of record drawings (24-inch x 36-inch), two black-line, one vellum, and one AutoCAD diskette at the end of construction.

TIME OF COMPLETION

The Time of completion is not within the control of the CONSULTANT. The CONSULTANT's schedule and provision of the various services is dependent upon the construction period defined within the Contract Construction Documents.

General Services will commence upon issuance of the First Notice to Proceed to the Contractor. RPR Services will commence upon issuance of the Second Notice to Proceed to the Contractor. General and RPR Services are based on an anticipated 45 days between first and second notice to proceed and the 510 days construction contract duration, however, contract close out activities are anticipated to be completed within 60 days of the project substantial completion date. The substantial completion date is 450 days beginning with the Second Notice to Proceed.

If the total construction contract runs longer than 510 days, additional fees for extended engineering services will be negotiated for the extended construction duration.

PAYMENT AND COMPENSATION

The total fee and basis for the above services based upon the scope of work presented in this Services Order and Exhibits A-2, and A-3 is as follows:

| <u>Component of Work</u> | <u>Amount</u> |
|--|-------------------|
| Task 2.0 Shop Drawings and Samples, etc. (not to exceed) | \$ 110,940 |
| Task 3.0 Project Representation Services (not to exceed) | <u>\$ 313,700</u> |
| Total Amendment No.13A (Task 2.0-3.0) (not to exceed) | \$ 424,640 |

The CONSULTANT shall submit monthly invoices to the CITY. Each invoice shall include a monthly written status report.. Invoicing for the not-to-exceed services Task 2.0 and 3.0, shall be billed monthly on a time and materials basis at the CONSULTANT's prevailing rates, Schedule B.



SCHEDULE B




SCHEDULE OF HOURLY BILLING RATES COST GROUP II

| <u>CATEGORIES</u> | <u>HOURLY RATES</u> |
|--------------------------------------|-------------------------|
| <u>PROFESSIONAL SERVICES:</u> | |
| OFFICER | \$ 155.00 |
| PRINCIPAL / ASSOCIATE | \$ 140.00 |
| SENIOR PROFESSIONAL | \$ 120.00 |
| PROFESSIONAL II | \$ 100.00 |
| PROFESSIONAL I | \$ 80.00 |
| <u>PROFESSIONAL SUPPORT SERVICES</u> | |
| SENIOR SUPPORT SERVICES | \$ 85.00 |
| STAFF SUPPORT SERVICES | \$ 70.00 |
| <u>FIELD SERVICES</u> | |
| SENIOR PROFESSIONAL | \$ 75.00 |
| PROFESSIONAL | \$ 60.00 |
| <u>PROJECT SUPPORT SERVICES</u> | |
| PROJECT ADMINISTRATION | \$ 60.00 |

All subconsultant and other project related expenses are
subject to a minimum handling/administrative charge of 10%.

CERTIFIED BY:


ROBERT J. ANTON
CHIEF FINANCIAL OFFICER

RATES EFFECTIVE THROUGH JULY 3, 2004

SCHEDULE C

CITY OF MIAMI BEACH WATER AND WASTEWATER PUMP STATION UPGRADE (RE-PROCUREMENT)

DUTIES AND RESPONSIBILITIES OF CONSULTANTS RESIDENT PROJECT REPRESENTATIVE (RPR)

Updated March 15, 2004

DUTIES AND RESPONSIBILITIES

The resident project representative will:

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with CONSULTANT concerning their acceptability.
2. **Conferences:** Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance.
3. **Liaison:**
 - a. Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist CONSULTANT in serving as the CITY's liaison with Contractor when Contractor's operations affect the CITY's on-site operations.
 - b. As requested by CONSULTANT, assist in obtaining from the CITY additional details or information, when required at the job site for proper execution of the Work.
4. **Shop Drawings and Samples:**
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify CONSULTANT of their availability for examination.
 - b. Advise CONSULTANT and Contractor or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by CONSULTANT.
5. **Review of Work, Rejection of Defective Work, Inspections and Tests:**
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to CONSULTANT whenever he believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise CONSULTANT when he

believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- c. Verify that tests, equipment, and system's start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record, and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.

- 6. Interpretation of Contract Documents: Transmit to Contractor CONSULTANT's clarifications and interpretations of the Contract Documents.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - b. Keep diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Send copies to CONSULTANT.
 - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish CONSULTANT periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the work.
 - c. Report immediately to CONSULTANT upon the occurrence of any accident.
- 10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to CONSULTANT, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion:

- a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of CONSULTANT, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

LIMITATIONS OF AUTHORITY

Except upon written instructions of CONSULTANT, Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.**
- 2. Shall not exceed limitations on CONSULTANT's authority as set forth in the Contract Documents.**
- 3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the Work.**
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.**
- 5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.**
- 6. Shall not authorize the CITY to occupy the Project in whole or in part.**
- 7. Shall not participate in specialized field or laboratory tests.**

**EXHIBIT A-2
PROJECT BUDGET
SHOP DRAWINGS AND
SAMPLES - TASK 2.0**

PROJECT: City of Miami Beach, Florida
Water and Wastewater Pump Station Upgrades (Re-Procurement)

PROJECT DESCRIPTION: Shop Drawings and Samples - Task 2.0

CONTRACT REFERENCE: Agreement between City of Miami Beach and Camp Dresser & McKee Inc., dated July 21, 1992

| LABOR | Hours | Billing Rate | Cost by Labor Category |
|--------------------------------------|--------------|---------------------|-------------------------------|
| Officer | 8 | \$ 155 | \$ 1,240 |
| Principal/Associate | 76 | \$ 140 | \$ 10,640 |
| Construction Coordinator (Principal) | 56 | \$ 140 | \$ 7,840 |
| Senior Professional | 250 | \$ 120 | \$ 30,000 |
| Professional II | 240 | \$ 100 | \$ 24,000 |
| Professional I | 120 | \$ 80 | \$ 9,600 |
| Project Administration | 222 | \$ 60 | \$ 13,320 |
| Total Labor Hours | 972 | | |

Total LABOR COST \$ 96,640

Labor Escalation estimated @ 3%
\$ \$2,900
\$ **99,540**

OUTSIDE PROFESSIONALS

Zyscovich
Task 2.1 g (120hrs @ \$95/hr) \$ 11,400

Total OUTSIDE PROFESSIONALS \$ 11,400

Total NOT TO EXCEED FEE \$ 110,940

**EXHIBIT A-3
PROJECT BUDGET
RESIDENT PROJECT REPRESENTATIVE - TASK 3.0**

PROJECT: City of Miami Beach, Florida
Water and Wastewater Pump Station Upgrades (Re-Procurement)

PROJECT DESCRIPTION: Resident Services During Construction - Task 3.0

CONTRACT REFERENCE: Agreement between City of Miami Beach and Camp Dresser & McKee Inc., dated July 21, 1992

| LABOR | Hours | Billing Rate | Cost by Labor Category |
|---------------------------------------|--------------|---------------------|-------------------------------|
| Special inspector for EUM (Principal) | 24 | \$ 140 | \$ 3,360 |
| Sr. Professional (RPR) | 2947 | \$ 75 | \$ 221,000 |
| Sr. Professional (RPR) Electrical | 680 | \$ 75 | \$ 51,000 |
| Professional I (RPR) | 360 | \$ 80 | \$ 28,800 |
| Project Administration | 8 | \$ 60 | \$ 480 |
| Total Labor Hours | 3987 | | |
| Total LABOR COST | | | \$ 304,640 |
| Labor Escalation estimated @ 3% | | | \$ 9,100 |
| | | | \$ 313,700 |
| Total NOT TO EXCEED FEE | | | \$ 313,700 |

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution of the Mayor and City Commission, authorizing the execution of an Interlocal Agreement by and between the City of Miami Beach and the City of Miami for the purpose of conducting a traffic impact study of the MacArthur Causeway, and authorizing the Administration to submit a grant application to the Metropolitan Planning Organization to fund the study.

Issue:

Should the City Commission approve the execution of the Interlocal Agreement with the City of Miami to agree to conduct a new traffic study of the MacArthur Causeway?

Item Summary/Recommendation:

On May 5, 2004, the Mayor and City Commission authorized the Administration to transmit comments and concerns regarding the Notification of Proposed Change (NOPC) to the Downtown Miami Development of Regional Impact to the South Florida Regional Planning Council. On June 9th, 2004, the City Commission of the City of Miami Beach adopted a motion requesting the City of Miami to defer action and present the project to the City of Miami Beach and discussed concerns with the traffic assessment submitted as part of the NOPC.

On June 22, 2004, DCA forwarded to the City of Miami, their position that based on the revised development order conditions submitted on June 21st, the proposed changes to the NOPC would not result in a substantial deviation. Therefore, DCA had no further objections with the City of Miami's adoption of the proposed changes to the development order.

On June 24, 2004, Mayor Dermer and City staff attended the meeting of the Florida Cabinet, and conveyed the City's request for a one-meeting deferral, as well as a restriction in the deed that prohibited the development of future uses on the island whose impacts were not reviewed during the NOPC process. The Cabinet approved the waiver of the deed restriction, by a vote of 3 to 1, and they unanimously approved a restriction in the deed that requires Cabinet approval of changes to the lease between the City of Miami and the Developer and thereby only uses currently reviewed are covered in the waiver of deed restrictions. Therefore, uses such as residential or casino gambling would not be permitted without further cabinet action.

On June 24, 2004, the City of Miami City Commission approved the expansion of the DRI boundaries, but deferred action on the Major Use Special Permit until July 8, 2004. The Miami City Commission also adopted a motion to enter into an Interlocal Agreement with the City of Miami Beach for the purpose of seeking a new traffic study to address the MacArthur Causeway.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|---|-------|--------|---------|----------|
| <div>n/a</div> <div>Finance Dept.</div> | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

City Clerk's Office Legislative Tracking:

Christina M. Cuervo/Kevin Crowder

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | <i>Cue</i> | <i>Jung</i> |

T:\AGENDA\2004\Jan14\Regular\Children's Trust Summary

AGENDA ITEM

R7F

DATE

7-7-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH, AND THE CITY OF MIAMI, BOTH OF WHICH ARE FLORIDA MUNICIPAL CORPORATIONS, FOR THE PURPOSE OF CONDUCTING A TRAFFIC IMPACT STUDY OF MACARTHUR CAUSEWAY TO EVALUATE AND ADDRESS TRAFFIC IMPACTS THAT MAY ARISE FROM THE PROPOSED FLAGSTONE ISLAND GARDENS PROJECT ON WATSON ISLAND, AND FURTHER AUTHORIZING THE ADMINISTRATION TO SUBMIT A GRANT APPLICATION TO THE METROPOLITAN PLANNING ORGANIZATION TO FUND THE STUDY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On April 8, 2004, representatives of Flagstone Island Gardens, LLC submitted a Notification of Proposed Change (NOPC) to the Florida Department of Community Affairs, on behalf of the Downtown Development Authority. This NOPC proposed to expand the boundaries of the Downtown Development of Regional Impact district to include the Northwest quadrant of Watson Island.

Additionally, the Developer of the Project, Flagstone Island Gardens, LLC, and the City of Miami, jointly filed an application for a Major Use Special Permit (MUSP) to approve the Project within the geographic limits of the expanded DRI. The City of Miami and the Developer, working through the Florida Department of Environmental Protection, also sought a waiver of the public use deed restriction from the Florida Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund.

On May 5, 2004, the Mayor and City Commission of the City of Miami Beach approved Resolution 2004-25566, authorizing the Administration to transmit comments and concerns about the NOPC to the South Florida Regional Planning Council and the Florida Department of Community Affairs (DCA). Additional comments on the NOPC were provided by the Miami-Dade County Department of Environmental Resource Management, the South Florida Water Management District, and the Florida Department of Transportation. On May 28, 2004, the South Florida Regional Planning Council transmitted their comments to DCA, who in turn transmitted comments and concerns to the City of Miami.

On June 9, 2004, the Mayor and City Commission of the City of Miami Beach adopted a motion requesting that the City of Miami defer action on the project and present the project to the City of Miami Beach at the July 7, 2004 City Commission meeting. The City Commission also discussed concerns with the traffic assessment that was submitted as part of the NOPC.

During the week of June 14, 2004, the Administration met with the aides to the Cabinet members to express the City's continuing concerns regarding traffic from the proposed project. During these meetings, City staff explained the City's request for a one-meeting deferral of the waiver of the public use deed restriction from the June 24, 2004 Cabinet agenda.

On June 22, 2004, DCA forwarded to the City of Miami, their position that based on the revised development order conditions submitted on June 21st, the proposed changes to the NOPC would not result in a substantial deviation. Therefore, DCA had no further objections with the City of Miami's adoption of the proposed changes to the development order.


On June 24, 2004, Mayor Dermer and City staff attended the meeting of the Florida Cabinet, and conveyed the City's request for a one-meeting deferral, as well as a restriction in the deed that prohibited the development of future uses on the island whose impacts were not reviewed during the NOPC process. During discussion, the Cabinet also expressed concerns that uses that were not being presented could be developed in the future without Cabinet input. To address this concern, by a vote of 3 to 1, the Cabinet approved the waiver of the deed restriction, and they unanimously approved a restriction in the deed that requires Cabinet approval of changes to the lease between the City of Miami and the Developer and thereby only uses currently reviewed are covered in the waiver of deed restrictions. Therefore, uses such as residential or casino gambling would not be permitted without further cabinet action.

On June 24, 2004, the City Commission of the City of Miami held public hearings on the expansion of the DRI boundaries and the Major Use Special Permit. Commissioner Bower and City staff spoke at the City of Miami City Commission meeting and conveyed the City of Miami Beach's requests for a deferral and for a new traffic impact study. The City of Miami City Commission approved the expansion of the DRI to include the land on which the Project is to be located, but deferred action on the MUSP until July 8, 2004. Additionally, they adopted a motion to enter into an Interlocal Agreement for the purposes of seeking a new traffic study to address the concerns of the City of Miami Beach regarding traffic on the MacArthur Causeway, and to jointly request funding from FDOT and the MPO for the Study.

The attached resolution also authorizes the Administration to submit a grant application to the MPO to fund the traffic impact study.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the attached Resolution and Interlocal Agreement.


JMG/CMC/kc

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Attachment

RESOLUTION NO. _____

A RESOLUTION OF MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH, AND THE CITY OF MIAMI, BOTH OF WHICH ARE FLORIDA MUNICIPAL CORPORATIONS, FOR THE PURPOSE OF CONDUCTING A TRAFFIC IMPACT STUDY OR MACARTHUR CAUSEWAY TO EVALUATE AND ADDRESS TRAFFIC IMPACTS THAT MAY ARISE FROM THE PROPOSED FLAGSTONE ISLAND GARDENS PROJECT ON WATSON ISLAND, AND FURTHER AUTHORIZING THE ADMINISTRATION TO SUBMIT A GRANT APPLICATION TO THE METROPOLITAN PLANNING ORGANIZATION TO FUND THE STUDY.

WHEREAS, MacArthur Causeway is a critical transportation link between Miami Beach, Miami and other parts of South Florida; and

WHEREAS, The City of Miami is considering approving a project called Island Gardens on the northwest corner of Watson Island, which is projected to include two hotel buildings housing 500 rooms and 105 fractional ownership units with accessory uses, 221,000 square feet of retail space, 1,610 total parking spaces, 50 mega-yacht slip marina and ancillary uses, maritime gallery, and approximately 6.5 +/- acres of public gardens and open space (the "Project"); and

WHEREAS, access to the Project will be from MacArthur Causeway; and

WHEREAS, on April 8, 2004, the City of Miami Downtown Development Authority filed a Notification of Proposed Change ("NOPC") to the Downtown Miami Development of Regional Impact ("DRI") to expand the boundaries of the DRI to include the Project; and

WHEREAS, the developer of the Project, Flagstone Island Gardens, LLC, and Miami, have jointly filed an application for a Major Use Special Permit ("MUSP") to approve the Project within the geographic limits of the expanded DRI; and

WHEREAS, on May 5, 2004, the Mayor and City Commission of the City of Miami Beach, Florida, approved Resolution No. 2004-25566, authorizing the Administration to transmit said resolution, the attached commission memorandum, and the summary of public comment and concerns received pursuant to a public hearing to the South Florida Regional Planning Council and the Florida Department of Community Affairs relative to the NOPC; and

WHEREAS, on June 24, 2004, the City Commission of the City of Miami approved the expansion of the DRI to include the land on which the Project is to be located, but deferred action on the MUSP for the Project until July 8, 2004; and

WHEREAS, on June 24, 2004, the City Commission of the City of Miami, Florida, adopted a motion to enter into an Interlocal Agreement with the City of Miami Beach (copy attached) for the purposes of jointly seeking a new traffic study to address the concerns of Miami Beach regarding traffic on the Causeway, and to jointly request funding from Florida Department of Transportation and the Miami-Dade Metropolitan Planning Organization for the study.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are hereby authorized to execute the attached Interlocal Agreement by and between the Cities of Miami Beach and Miami, Florida, for the purpose of conducting a traffic impact study of MacArthur Causeway, to evaluate and address traffic impacts that may arise from the proposed Flagstone Island Gardens project on Watson Island, and further authorizing the Administration to submit a grant application to the Metropolitan Planning Organization to fund the study.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2004.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
& LANGUAGE &
FOR EXECUTION**



CITY ATTORNEY

7-1-04
DATED

Attachments

T:\AGENDA\2004\Jul0704\Regular\Watson Island RES0.rev.doc

**INTERLOCAL AGREEMENT
BETWEEN CITY OF MIAMI BEACH,
AND
CITY OF MIAMI
FOR TRAFFIC STUDY OF MACARTHUR CAUSEWAY**

This Interlocal Agreement ("Agreement") is by and between the City of Miami Beach ("Miami Beach"), and the City of Miami ("Miami"), both of which are Florida municipal corporations, for the purpose of conducting a traffic impact study of MacArthur Causeway (the "Causeway"), to evaluate and address traffic impacts that may arise from the proposed Flagstone Island Gardens project on Watson Island (the "Project"); and

WHEREAS, MacArthur Causeway is a critical transportation link between Miami Beach, Miami and other parts of South Florida; and

WHEREAS, the Project is on the northwest corner of Watson Island, and is projected to include two hotel buildings housing 500 rooms and 105 fractional ownership units with accessory uses, 221,000 square feet of retail space, 1,610 total parking spaces, 50 mega-yacht slip marina and ancillary uses, maritime gallery, and approximately 6.5 +/- acres of public gardens and open space (the "Project"); and

WHEREAS, access to the Project will be from MacArthur Causeway; and

WHEREAS, the Downtown Development Authority filed a Notification of Proposed Change ("NOPC") to the Downtown Miami Development of Regional Impact ("DRI") to expand the boundaries of the DRI to include the Project; and

WHEREAS, the developer of the Project, Flagstone Island Gardens, LLC, and Miami, have jointly filed an application for a Major Use Special Permit ("MUSP") to approve the Project within the geographic limits of the expanded DRI; and

WHEREAS, Miami Beach submitted comments on the Transportation Assessment for the NOPC to the South Florida Regional Planning Council (the "Council"); and

WHEREAS, on June 24, 2004, the City Commission of the City of Miami approved the expansion of the DRI to include the land on which the Project is to be located, but deferred action on the MUSP for the Project until July 8, 2004; and

WHEREAS, on June 24, 2004, the City Commission of the City of Miami, Florida, adopted a motion to enter into this Interlocal Agreement for the purposes

of seeking a new traffic study to address the concerns of Miami Beach regarding traffic on the Causeway, and to jointly request funding from Florida Department of Transportation and the Miami-Dade Metropolitan Planning Organization for the study; and

WHEREAS, Miami Beach and Miami enter into this Interlocal Agreement to accomplish the purposes set forth above.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement as if fully set forth herein.

Section 2. Miami Beach and Miami agree to jointly conduct a Traffic Impact Study of MacArthur Causeway from Biscayne Boulevard to Alton Road, such Study to commence within 90 days of the date of this Agreement, or urge another entity to conduct the study if such other entity is able to commence the study within 90 days of the date of this Agreement, which study shall include, at a minimum: (a) an analysis of the Island Garden Project's impact on traffic to and from Miami Beach and the residential islands that are accessed by the Causeway; (b) an analysis of the impact on access to and from the Project and other destinations on Watson Island; (c) an analysis of the existing and projected traffic on MacArthur Causeway and strategies to address maintaining or improving levels of service on the Causeway in anticipation of the Project and other developments contemplated or projected to impact the Causeway; and (d) recommendations and strategies that can be implemented to mitigate each identified impact. The study methodology will be determined jointly by both Miami and Miami Beach with input by the Florida Department of Transportation, and may not necessarily be consistent with the methodology used for the NOPC.

Section 3. Miami Beach and Miami agree to request that the Miami-Dade County Metropolitan Planning Organization and the Florida Department of Transportation appropriate funds to conduct the above-described Traffic Impact Study. In the absence of funds timely available to commence the Study within one year, to consider funding the study in advance of receipt of such funding, with anticipated reimbursement from these identified funding sources, or such other funding sources as may be available for this purpose.

Section 4. This Agreement shall be effective upon execution by all parties.

Section 5. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

Section 6. Alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties.

Section 7. This Agreement may be signed in counterparts, each of which shall constitute an original of this Agreement.

Section 8. This Agreement contains all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Robert Parcher, City Clerk

David Dermer, Mayor

APPROVED AS TO FORM
AND LANGUAGE AND
FOR EXECUTION



CITY ATTORNEY

7-1-04
DATED

ATTEST:

CITY OF MIAMI, FLORIDA

City Clerk

Manny Diaz, Mayor

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the appropriation of \$1,380,000, out of the Miami Beach share of the County's FY 2003-04 Peoples' Transportation Program (PTP) Fund, for six (6) eligible local transportation projects; authorizing the issuance of RFQs or Work Orders, as appropriate, for the projects; and further authorizing the advancement of Undesignated General Funds, if needed, to be reimbursed at monthly installments by the incoming FY 2003-04 PTP funds.

Issue:

Shall the City authorize the appropriation of PTP funds for the eight (8) transportation items listed below; issue RFQs or Work Orders for the items; and advance City funds, if needed, to be reimbursed by PTP funds.

Item Summary/Recommendation:

The Countywide collection of transit surtax funds, known as PTP funds, began January 1, 2003. Twenty percent of the PTP funds are set aside as the Municipal Component, for distribution to 31 participating municipalities, on a pro-rata share based on population. There is a four-month lag between the collection and the distribution of these funds, which is done on a monthly basis. Each municipality must use a minimum of 20% of their annual share for transit projects, and the remaining amount (80% or less) for eligible transportation projects.

FY 2002-03: For the initial period of January-September 2003, Miami Beach received and appropriated \$1,686,079 in PTP funds, respectively for FY 2002-03 Electrowave operations, Evaluation of Rapid Transit Options Study (transit) and the Washington Avenue Improvements Project (transportation).

FY 2003-04: The County estimates that Miami Beach will receive approximately \$2.4 million in PTP funds in FY 2003-04. As of June 1, 2004, we have received \$1,044,818 of these estimated funds, and the following new appropriations, totaling \$1,380,000, are recommended for the following City projects:

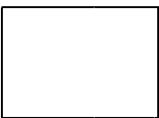
1. \$80,000 – BODR for a N.B. East-West Neighborhood Connector Bike/Pedestrian Facility (MMP Project #10);
2. \$120,000 –BODR for a Dade Boulevard and Middle Beach Bicycle/Pedestrian Facility (MMP Project #15);
3. \$350,000 – for right-of-way improvements on Ocean Drive, from 5th to 15th Streets ;
4. \$400,000 – for right-of-way improvements on on Espanola Way, from Pennsylvania to Meridian Avenues;
5. \$400,000 – for right-of-way improvements on 17th Street , from Collins Avenue to Alton Road; and
6. \$30,000 – for technical assistance by rotational consultants regarding traffic and transportation issues.

Other recommendations are to issue RFQs for Items 1 and 2 above, and Work Orders for Items 3 through 6 above; and advance City funds, if needed, for subsequent reimbursement by FY 2003-04 PTP funds.

Advisory Board Recommendation:

N/A

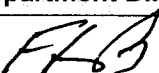
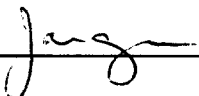
Financial Information:

| Source of Funds: | Amount | Account | Approved |
|--|--------------|-------------|---|
|  Finance Dept. | 1 | \$1,380,000 | Advance Undesignated General |
| | 2 | | funds, if needed , for reimbursmt. |
| | 3 | | by monthly receipts of PTP funds. |
| | 4 | | 187.8000.312910 - PTP Revenue |
| | Total | \$1,380,000 | |

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|------------------------|---|
|  | |  |

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$1,380,000 FROM THE MIAMI BEACH SHARE OF THE COUNTY'S FISCAL YEAR 2003-04 PEOPLES' TRANSPORTATION PROGRAM (PTP) FUNDS, FOR THE FOLLOWING LOCAL TRANSPORTATION PROJECTS:**

- 1. \$80,000 FOR PREPARATION OF BASIS OF DESIGN REPORT (BODR) FOR AN EAST-WEST CONNECTOR BICYCLE / PEDESTRIAN FACILITY PROJECT IN NORTH BEACH;**
- 2. \$120,000 FOR PREPARATION OF BODR FOR A DADE BOULEVARD AND MIDDLE BEACH BICYCLE/PEDESTRIAN FACILITY PROJECT;**
- 3. \$350,000 FOR RIGHT-OF-WAY IMPROVEMENTS ON OCEAN DRIVE;**
- 4. \$400,000 FOR RIGHT-OF-WAY IMPROVEMENTS ON ESPANOLA WAY;**
- 5. \$400,000 FOR RIGHT-OF-WAY IMPROVEMENTS ON 17TH STREET; AND**
- 6. \$30,000 FOR TECHNICAL ASSISTANCE WITH VARIOUS TRAFFIC AND TRANSPORTATION ISSUES;**

FURTHER AUTHORIZING THE ISSUANCE OF REQUESTS FOR QUALIFICATIONS FOR ITEMS 1 AND 2 ABOVE, AND WORK ORDERS FOR ITEMS 3 THROUGH 6 ABOVE; AND ADVANCING UNDESIGNATED GENERAL FUNDS, IF NEEDED, TO BE REIMBURSED BY THE AFORESTATED FISCAL YEAR 2003-04 PTP FUNDS, AS THEY ARE RECEIVED BY THE CITY, ON A MONTHLY BASIS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On November 5, 2002, the Miami-Dade County voters approved the levying of an additional 1/2 cent on the sales tax to benefit eligible transportation and transit projects countywide. PTP fund collection began January 1, 2003. County Ordinance No. 02-116 states that twenty percent of the net surtax proceeds during any given fiscal year, is distributed to eligible Miami-Dade County municipalities, on a pro-rata share based on population. This twenty percent share is known as the PTP Municipal Component.

County Resolution No. 02-116 also requires the following from each participating municipality:

- That each municipality will fully utilize at least 20% of its share of the PTP Municipal Component for transit projects, on a use it or lose it annual basis. Miami Beach has utilized its 20% or more share to help fund the annual Electrowave operating budget and transit-planning studies.
- That the 80% balance will be utilized for PTP-approved transportation projects. Miami Beach utilizes these funds for the planning, design and implementation of Municipal Mobility Plan (MMP) projects and on-going roadway and right-of-way maintenance and/or construction projects citywide.
- That, on June 1st of each year, municipalities will file an annualized Five-Year Plan for utilization of PTP funds.
- That municipalities will provide proof that the same level of city funding support for transportation projects in FY 2001-02 will be maintained in subsequent fiscal years. The maintenance of effort (MOE) figure for Miami Beach is \$2,045,225 in City funds. This figure is mostly due to the City's annual contribution to the Electrowave budget.

The City utilizes its PTP transit and transportation shares to help fund the following PTP-eligible City projects:

- The local shuttle service;
- The BODR/design/construction phases of the Miami Beach Municipal Mobility Plan (MMP) projects;
- The on-going roadway and right-of-way construction and maintenance activities under Public Works responsibility; and
- To help with administrative costs (less than 5% of the transportation funds received).

FY 2002-03 PTP. Miami Beach received \$1,686,079 for the initial PTP collection period of January-September 2003. These funds have been successfully appropriated, expended and/or encumbered for the following transportation and transit projects: \$360,000 for the FY 2003-04 Electrowave Operating Budget (MMP Project # 1), \$159,957 for a Evaluation of Rapid Transit Options Study (MMP # 39), and \$1,166,122 for the Washington Avenue Corridor Improvements Project [Municipal Mobility Plan (MMP) Project # 37].

FY 2003-04 PTP. The County estimates that Miami Beach will receive approximately \$2.4 million in FY 2003-04 PTP funds. These funds are disbursed on a monthly basis with a four-month lag between sales tax collection and its pro-rata share distribution among the participating municipalities. To date, Miami Beach has received \$1,044,818 of its estimated \$2.4 million share, and has appropriated \$400,000 for the Electrowave

Operating Budget (MMP # 1), and an additional \$445,433 for the Washington Avenue Project (MMP #37).

For a full accounting of the PTP funds received and appropriated to date, please refer to the attached PTP Status Report.

The new appropriations of FY 2003-04 PTP funds, totaling \$1,380,000, are for the following items:

1. \$80,000 in PTP funds for the preparation of BODR for an east-west bicycle/pedestrian facility project (MMP #10) in North Beach. This will connect the North Beach Recreational Corridor Project with the neighborhoods between the beach and the Intercoastal Waterway. The BODR will also include a traffic study of the project area.
2. \$120,000 for the preparation of BODR for a Dade Boulevard Bicycle/Pedestrian facility project, connecting the BeachWalk with inland neighborhoods to Purdy Avenue (MMP #15). The BODR will also include a traffic study of the project area.
3. \$350,000 for milling, resurfacing, striping, and curb/gutter replacement on Ocean Drive, from 5th Street to 15th Street, a Public Works maintenance project.
4. \$400,000 for milling, resurfacing, striping, sidewalk and curb/gutter work on Espanola Way, from Pennsylvania Avenue to Euclid Avenue, a Public Works maintenance project.
5. \$400,000 for milling, resurfacing, striping, and curb/gutter repairs on 17th Street, from Collins Avenue to Alton Road, a Public Works maintenance project.
6. \$30,000 for technical assistance by various rotational consultants regarding traffic and transportation issues, among them: the preparation of preliminary scope of services for Items 1 and 2, above, and for a proposed Barrier Island Traffic Impact Study; as well as for advice as to the Watson Island DRI, the Potamkin Project, etc...

Additional actions being requested herein are authorization to do the following: issue RFQ for Items 1 and 2 above, and Work Orders for Items 3 through 6 above; authorization to advance City funds, if needed, for reimbursement by FY 2003-04 PTP funds being received in monthly installments.

If the City receives \$2.4 million in FY 2003-04 PTP funds, as estimated by the County, the following will happen:

- By the end of this fiscal year, the City may have to appropriate an additional \$70,000 for the 2003-04 shuttle operations in order to achieve the PTP-required 20% annual expenditure for transit; and

- The unexpended balance of \$104,567 (\$845,433 previously appropriated plus this \$1,380,000 appropriation, minus \$2.4 million PTP estimated receivables), will also have to be appropriated for other transportation projects, prior to the end of FY 2003-04.

The Administration recommends approval of the Resolution.

JG/RM/FB/RH/AJ

Attachment: PTP Status Report

CITY OF MIAMI BEACH REPORT

PTP STATUS REPORT (Funds Received and Appropriated to Date)

Collections began January 1, 2003

Funds deposited in City Revenue Account No. 187.8000.312910

Updated on: 6/21/2004

FUNDS RECEIVED BY CITY TO DATE

| Collection Period | Amount Received | Date Received |
|---------------------|---------------------|---------------|
| FY 2002-03 | | |
| Jan-May '03 | \$ 869,477 | 9/1/2003 |
| June+adjmts | 252,479 | 10/1/2003 |
| July | 175,877 | 11/7/2003 |
| August | 178,915 | 12/1/2003 |
| September | 209,331 | 1/21/2004 |
| 2003 Totals: | \$ 1,686,079 | |

FUND APPROPRIATIONS BY CITY TO DATE

| Appropriations made by City | Appropriation Amount | Resolution No. | Resolution Date | PTP Fund Balance by FY |
|-----------------------------------|----------------------|----------------|-----------------|------------------------|
| FY 2002-03 Appropriations: | | | | |
| EW Operating Budget | \$ 360,000 | 2003-24325 | 9/10/2003 | \$ 1,686,079 |
| HDR Contract-ERTO | 159,957 | 2003-25374 | 10/15/2003 | 1,326,079 |
| Washington Ave. Project * | 1,166,122 | 2003-25380 | 10/15/2003 | 1,166,122 |
| | | | | - |
| | \$ 1,686,079 | | | |

| | |
|---------------------|---------------------|
| FY 2003-04 | |
| Oct. 2003 | \$ 184,597 |
| November | 195,302 |
| December | 280,743 |
| Jan. 2004 | 184,412 |
| February | 199,764 |
| March | |
| April | |
| May | |
| June | |
| July | |
| August | |
| September | |
| 2004 Totals: | \$ 1,044,818 |

Projection:
\$ 2,400,000 |

| | |
|---|---------------------|
| FY 2003-04 Appropriations to date: | |
| EW Operating Budget | 400,000 |
| Washington Ave. Project * | 445,433 |
| BODR-NB Conn.Bike/Ped.Proj. | |
| BODR-Dade Blvd. Bike/Ped | |
| Resurfacing of Ocean Drive | proposed |
| Resurfacing of Espanola Way | |
| Resurfacing of 17th Street | |
| Technical Assistance to Transp | |
| | \$ 845,433 |
| FY 2003-04 PTP Funds received TO DATE: | \$ 1,044,818 |

TO DATE TOTAL: \$ 2,730,897

Total Approps. To Date: \$ 2,531,512

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$1,380,000 FROM THE MIAMI BEACH SHARE OF THE COUNTY'S FISCAL YEAR 2003-04 PEOPLES' TRANSPORTATION PROGRAM (PTP) FUNDS, FOR THE FOLLOWING LOCAL TRANSPORTATION PROJECTS:

- 1. \$80,000 FOR PREPARATION OF BASIS OF DESIGN REPORT (BODR) FOR AN EAST-WEST CONNECTOR BICYCLE/ PEDESTRIAN FACILITY PROJECT IN NORTH BEACH;**
- 2. \$120,000 FOR PREPARATION OF BODR FOR A DADE BOULEVARD AND MIDDLE BLEACH BICYCLE / PEDESTRIAN FACILITY PROJECT;**
- 3. \$350,000 FOR RIGHT-OF-WAY IMPROVEMENTS ON OCEAN DRIVE;**
- 4. \$400,000 FOR RIGHT-OF-WAY IMPROVEMENTS ON ESPANOLA WAY;**
- 5. \$400,000 FOR RIGHT-OF-WAY IMPROVEMENTS ON 17TH STREET;**
- 6. \$30,000 FOR TECHNICAL ASSISTANCE WITH VARIOUS TRAFFIC AND TRANSPORTATION ISSUES; AND**

FURTHER AUTHORIZING THE ISSUANCE OF REQUESTS FOR QUALIFICATIONS (RFQ) FOR NOS. 1 AND 2 ABOVE, AND THE ISSUANCE OF WORK ORDERS FOR NOS. 3 TO 6 ABOVE; AND ADVANCING UNDESIGNATED GENERAL FUNDS, IF NEEDED, TO BE REIMBURSED BY THE AFORESTATED FISCAL YEAR 2003-04 PTP FUNDS, AS THEY ARE RECEIVED BY THE CITY, ON A MONTHLY BASIS.

WHEREAS, on November 5, 2002, the Miami-Dade County voters approved the levying of an additional 1/2 cent on the sales tax to benefit eligible transportation and transit projects Countywide; and

WHEREAS, the proceeds from the collection of these funds is known as the Peoples' Transportation Plan (PTP) Fund; and

WHEREAS, Miami-Dade County Ordinance No. 02-116 states that twenty percent of the net PTP proceeds during any given fiscal year, shall be distributed to eligible Miami-Dade County municipalities, on a pro-rata share, based on population; and

WHEREAS, the County estimates that Miami Beach will receive approximately \$2.4 million in PTP funds for FY 2003-04; and

WHEREAS, early in the Fiscal Year, the City appropriated \$845,433 for two eligible transit and transportation projects; and

WHEREAS, authorization is needed to appropriate an additional \$1,380,000 for the following six transportation projects, in amounts as follows:

1. \$80,000 for the preparation of a basis of design report (BODR) for an east-west connector bicycle/pedestrian facility project in North Beach;
2. \$120,000 for the preparation of BODR for a Dade Boulevard and Middle Beach bicycle/pedestrian facility project;
3. \$350,000 for right-of-way improvements on Ocean Drive;
4. \$400,000 for right-of-way improvements on Espanola Way;
5. \$400,000 for right-of-way improvements on 17th Street;
6. \$30,000 for technical assistance with various traffic and transportation issues; and

WHEREAS, authorization is also needed to issue the respective Request for Qualifications (RFQ) for Nos. 1 and 2, above, Work Orders for Nos. 3 to 6, above, as well as to advance Undesignated General Funds, if needed, to be reimbursed by Fiscal Year 2003-04 PTP funds as they are received by the City, on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the appropriation of \$1,380,000 from the Miami Beach share of the County's Fiscal Year 2003-04 Peoples' Transportation Program (PTP) funds, for the following local transportation projects:

1. \$80,000 for the preparation of a basis of design report (BODR) for an east-west connector bicycle/pedestrian facility project in North Beach;
 2. \$120,000 for the preparation of BODR for a Dade Boulevard and Middle Beach bicycle/pedestrian facility project;
 3. \$350,000 for right-of-way improvements on Ocean Drive;
 4. \$400,000 for right-of-way improvements on Espanola Way;
 5. \$400,000 for right-of-way improvements on 17th Street;
 6. \$30,000 for technical assistance with various traffic and transportation issues; and
- further authorize the issuance of Requests for Qualifications for Nos. 1 and 2 above, and the issuance of Work Orders for Nos. 3 to 6 above; and advance Undesignated General Funds, if needed, to be reimbursed by the aforesated Fiscal Year 2003-04 PTP funds, as they are received by the City, on a monthly basis.

PASSED AND ADOPTED this the _____ day of _____, 2004.


ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-2-04

Date

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**R9
NEW BUSINESS AND
COMMISSION REQUEST**

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139



OFFICE OF THE CITY CLERK

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7411

COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: BOARD AND COMMITTEES

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

| BOARD OR COMMITTEE | TOTAL MEMBERS | APPOINTED BY | TOTAL VAC | PAGE |
|---|---------------|---|-----------|---------|
| Community Development Advisory Committee | 14 | Commissioner Simon Cruz Mayor David Dermer | 1 2 | Page 11 |
| Convention Center Advisory Board | 7 | Mayor David Dermer | 1 | Page 15 |
| Convention Center Capital Projects Oversight Com. | 7 | Mayor David Dermer | 1 | Page 16 |

AGENDA ITEM
DATE

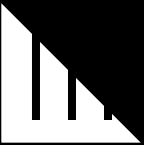
R9A

7-7-04

VACANCIES

| BOARD OR COMMITTEE | TOTAL MBRS | APPOINTED BY | TOTAL VAC | PAGE |
|---|------------|--|-----------|---------|
| Design Review Board | 7 | City Commission | 1 | Page 18 |
| Fine Arts Board | 14 | Commissioner Jose Smith Commissioner Matti H. Bower | 1 1 | Page 19 |
| Health Facilities Authority Board | 6 | City Commission | 2 | Page 23 |
| Hispanic Affairs Committee | 7 | Mayor David Dermer | 1 | Page 24 |
| Marine Authority | 7 | Mayor David Dermer | 1 | Page 28 |
| Miami Beach Commission on Status of Women | 21 | Commissioner Jose Smith | 1 | Page 29 |
| Miami Beach Florida Sister Cities | 22 | Mayor David Dermer | 3 | Page 32 |
| Parks and Recreational Facilities Board | 10 | Mayor David Dermer | 1 | Page 35 |

AGENDA ITEM _____
DATE _____



VACANCIES

| BOARD OR COMMITTEE | TOTAL MBRS | APPOINTED BY | TOTAL VAC | PAGE |
|--------------------|------------|--------------|-----------|------|
|--------------------|------------|--------------|-----------|------|

| | | | | |
|-----------------|----|-----------------|---|--|
| Personnel Board | 10 | City Commission | 1 | |
|-----------------|----|-----------------|---|--|

Page 36

| | | | | |
|----------------------------------|---|----------------------------------|---|--|
| Public Safety Advisory Committee | 7 | Commissioner Luis R. Garcia, Jr. | 1 | |
| | | Mayor David Dermer | 1 | |

Page 41

| | | | | |
|------------------|----|-----------------------------|---|--|
| Safety Committee | 14 | Commissioner Matti H. Bower | 1 | |
| | | Commissioner Saul Gross | 1 | |
| | | Mayor David Dermer | 1 | |

Page 42

Attached is breakdown by Commissioner or City Commission:


JMG:REP/lg



City Commission Committees

| Committee | Position | First Name | Appointed by | Appointed |
|--|-------------|-----------------------------------|--------------|-----------|
| Finance & Citywide Projects Committee | | | | |
| | Liaison | Patricia Walker | Mayor Dermer | 11/25/03 |
| | Alternate | Commissioner Simon Cruz | Mayor Dermer | 11/25/03 |
| | Vice-Chair | Commissioner Richard L. Steinberg | Mayor Dermer | 11/25/03 |
| | Chairperson | Commissioner Jose Smith | Mayor Dermer | 11/25/03 |
| | Member | Commissioner Matti Herrera Bower | Mayor Dermer | 11/25/03 |
| Land Use & Development Committee | | | | |
| | Liaison | Jorge Gomez | Mayor Dermer | 11/25/03 |
| | Alternate | Commissioner Jose Smith | Mayor Dermer | 11/25/03 |
| | Member | Commissioner Saul Gross | Mayor Dermer | 11/25/03 |
| | Chairperson | Commissioner Luis R. Garcia | Mayor Dermer | 11/25/03 |
| | Member | Commissioner Matti Herrera Bower | Mayor Dermer | 11/25/03 |
| Neighborhood/Community Affairs Committee | | | | |
| | Liaison | Vivian Guzman | Mayor Dermer | 11/25/03 |
| | Alternate | Commissioner Luis R. Garcia | Mayor Dermer | 11/25/03 |
| | Member | Commissioner Richard L. Steinberg | Mayor Dermer | 11/25/03 |
| | Chairperson | Commissioner Matti Herrera Bower | Mayor Dermer | 11/25/03 |
| | Member | Commissioner Saul Gross | Mayor Dermer | 11/25/03 |

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- **Miami Beach Transportation Management Association (TMA)**
- **Dade Cultural Alliance**
- **Tourist Development Council**
- **Performing Arts Center Trust (PACT)**

Commissioner Luis R. Garcia, Jr.

- **Unclassified Employees and Elected Officials Retirement System**
- **Greater Miami Convention and Visitors Bureau**

Commissioner Gene Smith

- **Metropolitan Planning Organization**

Commissioner Richard L. Steinberg

- **Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities**
- **Miami-Dade League of Cities**

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2004 JUN 28 PM 2:54

CITY MANAGERS OFFICE
BY _____

cc: Lila
Parker

**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

**TO: JORGE M. GONZALEZ
CITY MANAGER**

**FROM: LUIS R. GARCIA JR.
COMMISSIONER**

DATE: JUNE 22, 2004

RE: SIDNEY GOLDIN NOMINATION TO HEALTH FACILITIES BOARD

Please place on the July 7th Commission agenda an item nominating Mr. Sidney Goldin to the Health Facilities Board. His application and resume has been provided to the City Clerk's office.

If you have any questions, please feel free to contact my Aide, Ms. Perez-Trujillo at extension 6528.

Thank you.

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R9 - New Business and Commission Requests

| | | |
|--------|--------------------------------------|-------------|
| R9B(1) | Dr. Stanley Sutnick Citizen's Forum. | (1:30 p.m.) |
| R9B(2) | Dr. Stanley Sutnick Citizen's Forum. | (5:30 p.m.) |

AGENDA ITEM R9B1 & 2
DATE 7-7-04

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2004 MAY 20 AM 11:23

C: CMC
MA
Litra

CITY OF MIAMI BEACH CITY MANAGERS OFFICE
OFFICE OF THE MAYOR & COMMISSIONER
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: DAVID DERMER
MAYOR

DATE: MAY 20, 2004

RE: AGENDA ITEM

Please place on the May 26, 2004 agenda the enclosed resolutions extending invitations of Sister City Relationships to the cities of Fotalenza, Brazil and Nahariya, Israel and terminating the Sister City relationship with the City of Ramat Gan, Israel.

Thank you.

DD:jb

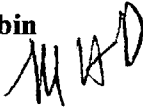
Agenda Item R9C
Date 7-7-04

**CITY OF MIAMI BEACH
CITY ATTORNEY'S OFFICE**

RECEIVED
2004 MAY 19 PM 3:51
MAYOR / COMMISSION
BY _____

**TO: Jose Bermudez
Special Advisor to the Mayor**

**FROM: Murray H. Dubbin
City Attorney**



DATE: May 19, 2004

SUBJECT: Sister Cities

Per your request I am enclosing resolutions extending invitations of Sister City Relationships to the cities of Fortaleza, Brazil and Nahariya, Israel, and terminating the Sister City Relationship with the City of Ramat Gan, Israel.

These have all been approved as to form and language for execution and are ready for consideration by the Commission.

MHD:lm

Encl.

cc: Jorge M. Gonzalez
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION
OF THE CITY OF MIAMI BEACH, FLORIDA, EXTENDING
AN INVITATION TO THE CITY OF FORTALEZA, BRAZIL,
TO BECOME A SISTER CITY OF MIAMI BEACH,
FLORIDA. DESIGNATING MAYOR DAVID DERMER AS
THE CITY'S REPRESENTATIVE AND TRANSMITTING
THIS RESOLUTION TO THE OFFICIALS OF FORTALEZA,
BRAZIL.**

WHEREAS, it has been the policy of the United States of America to establish and maintain a "People to People" Program designed to foster and encourage warm understanding and cordial friendship between the People of the United States of America and other nations through the medium of direct personal contact; and

WHEREAS, it is the desire and intent of the City Commission of the City of Miami Beach to implement said program, by affiliating the City of Miami Beach and its people with another City and another nation, possessing inherently similar characteristics and interest as a Sister City; and

WHEREAS, the people of the City of FORTALEZA, BRAZIL, which was founded in 1611 and is the main tourist destination in the Northeast region of Brazil, have declared this desire to join with the City of Miami Beach in a mutual agreement of friendship and the exchange and promotion of the cultural, economic and social ties between each other; and

WHEREAS, the lofty ideals and principles of Equality, Liberty, Justice and Righteousness are the basic tenets of our people and there exist further similarities amongst them.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND MEMBERS
OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:**

SECTION 1. That this City Commission, on behalf of the City of Miami Beach, Florida, hereby extends an invitation to the Government and People of the City of FORTALEZA, BRAZIL.

To participate with the City of Miami Beach, as its Sister City, in the Sister Cities International "People to People" Program, for the purpose of creating between the peoples of our two great nations and cities a most cordial and mutually beneficial relationship of harmony, understanding, good will and inspiration.

Section 2. That the Honorable David Dermer, Mayor of the City of Miami Beach, Florida, is hereby appointed as the City's representative and Chairman for said program.

Section 3. That a copy of this Resolution shall be transmitted to the Mayor, and other Government Officials of the City of FORTALEZA, BRAZIL; and to the Sister Cities' International Program Headquarters in Washington, D.C.

PASSED and **ADOPTED** this _____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

MHD:lm

F:\atto\DUBM\RESOLUT\FORTALEZASISTERCITY.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

M. H. Miller 5-09-04
City Attorney Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO RAMAT GAN, ISRAEL, ESTABLISHED AS A SISTER CITY ON JULY 21, 1971 BY RESOLUTION NO. 13322; DETERMINING THAT THE PURPOSES OF SAID RESOLUTION NO LONGER EXIST; TERMINATING SAID RELATIONSHIP AND REPEALING RESOLUTION NO. 13322.

WHEREAS, by Resolution No. 13322 adopted July 21, 1971, Miami Beach established a Sister City Relationship with the City of Ramat Gan, Israel; and

WHEREAS, said relationship has continued uninterrupted up to this date; and

WHEREAS, in recent days the communication between the two cities has deteriorated and mutual participation in programs has diminished so that the purposes and objectives of the relationship are no longer viable.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:

- Section 1.** The above recitals are correct and are adopted as findings of the Mayor and City Commission.
- Section 2.** Resolution No. 13322 heretofore adopted on July 21, 1971 is repealed and of no further force and effect.
- Section 3.** The Sister City Relationship between Miami Beach, Florida, and Ramat Gan, Israel, is hereby resolved and of no further force and effect.
- Section 4.** A copy of this Resolution shall be transmitted to the appropriate officials of Ramat Gan, Israel, and such other agencies who are involved in the Sister Cities Program in the United States.

PASSED and ADOPTED this _____ day of _____, 2004.

ATTEST:

CITY CLERK

MHD:lm

F:\atto\DUBM\RESOLUT\ramatganasistercit

MAYOR
APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

MHD:lm 5-19-04

City Attorney Date

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http://ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **APPEAL OF DRB FILE NO. 17373**

REVIEW OF A DESIGN REVIEW BOARD DECISION APPROVING A REQUEST BY MARLBOROUGH HOUSE CONDOMINIUM FOR THE REPLACEMENT OF CONCRETE BALCONY RAILS AT 5775 COLLINS AVENUE.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission affirm the decision of the Design Review Board.

ANALYSIS

The Mayor and City Commission have been requested to review a decision of the Design Review Board (DRB), wherein it approved DRB File No. 17373 pertaining to the Marlborough House Condominium at 5775 Collins Avenue. The subject project received Design Review Approval on January 20, 2004 for the replacement of balcony rails. A rehearing for the subject application was denied by the DRB on April 20, 2004.

On April 25, 2004, Mr. W. Tucker Gibbs, on behalf of Mercedes Rodriguez of Unit 401 and others who own units in the Marlborough House Condominium, filed a request to have the Order of the Design Review Board reviewed by the City Commission, pursuant to Section 118-262 of the City Code (See attached letter).

Pursuant to Section 118-262, Miami Beach City Code, the appeal is to the City Commission. That section provides: "The review shall be based on the record of the hearing before the design review board, shall not be a de novo hearing, and no new, additional testimony shall be taken." Accordingly, while notice for the hearing was published (no mailed notice is required), no new public comment should be taken. Presentations should be limited to those by representatives of the appellants, the applicant, and the City.

As the format of the hearing is patterned after certiorari review by a court, the Commission may consider allowing "amici curiae" or "friends of the court" to advise the City Commission on the interpretation of the record. This advice, publicly stated at the hearing, must not contain new information, but must be strictly limited to comment on the record before the Design Review Board.

Action by the City Commission on the appeal is governed by Section 118-262(b), which provides:

Agenda Item R9D

Date 7-7-04

- (b) In order to reverse, or remand for amendment, modification or rehearing, any decision of the design review board, the city commission shall find that the design review board did not do one of the following:
- (1) Provide procedural due process;
 - (2) Observe essential requirements of law; or
 - (3) Base its decision upon substantial competent evidence.

In order to reverse, or remand a five-sevenths vote of the City Commission is required. The City Commission's decision shall be set forth in a written order which shall be promptly mailed to all parties to the review.

Section 118-262(a) requires the appellants to file with the City Clerk a written transcript of the hearing before the Design Review Board two weeks before the scheduled public hearing on the appeal. The transcript and associated material were transmitted to the Mayor and City Commission via LTC No. 154-2004.

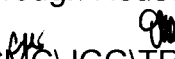
A review of the transcripts for all of the Design Review Board hearings on this matter will indicate that the DRB observed the essential requirements of law, made its determinations based on substantial and competent evidence, and afforded all parties involved due process. The record also demonstrates that the applicant has proposed a project that falls entirely within the allowable limits of the Land Development Regulations of the Code of the City of Miami Beach.

The DRB's review of the project was based upon the Design Review Criteria in Section 118-251 of the City Code. This section of the Code specifies that design review shall encompass the examination of architectural drawings for consistency with the criteria listed in Section 118-251, with regard to the aesthetics, appearances, safety, and function of any new or existing structure and physical attributes of the project in relation to the site, adjacent structures and surrounding community. In addition to the elevations, plans, photographs, and other exhibits submitted by the project applicant, the Board had before it the recommendation for approval with proposed conditions presented by its professional staff in the form of a comprehensive staff report, as well as the expert testimony of the applicant's architect.

Finally, the Board held a public hearing during which members of the public testified and presented evidence. Based upon all of the evidence submitted, the Board determined that the proposed project would meet the Criteria for Design Review Approval, if the conditions enumerated in the Final Order are met and, therefore, approved the project.

CONCLUSION

The Administration recommends that the Mayor and City Commission affirm the decision of the Design Review Board (DRB), wherein it approved DRB File No. 17373 pertaining to the Marlborough House Condominium at 5775 Collins Avenue.


JMG\CMC\JGG\TRM

W. TUCKER GIBBS

ATTORNEY AT LAW

215 GRAND AVENUE
P.O. BOX 1050
COCONUT GROVE, FLORIDA 33133

TELEPHONE (305) 448-8486
FACSIMILE (305) 448-0773

April 25, 2004

VIA HAND DELIVERY

Bob Parcher, City Clerk
City of Miami Beach
1700 Convention Center Drive
Miami Beach Florida 33139

**Re: Request for Appeal of Design Review Board Decision on
Marlborough House Condominium; DRB File No. 17373**

Dear Mr. Parcher:

I represent Mercedes Rodriguez of Unit No. 401 and others who own units in the Marlborough House Condominium at 5775 Collins Avenue. After a request for rehearing by my client, the Design Review Board denied the request and confirmed its approval of the application of the Marlborough House Condominium Association for to replace concrete balcony railings with balconies with glass and aluminum frames on a portion of the building.

Let this letter serve as a an appeal pursuant to Section 118-537(b) of the Zoning Code of the City of Miami Beach of the confirmation of the Corrected Order of the Design Review Board filed with the Clerk of The Board on April 20, 2004.

The basis for this petition for rehearing is as follows:

1. Condition 1.c. of the Order states that "balcony enclosures may only be maintained, installed, or reinstalled if permitted by the Condominium Association (if required by Florida law) and City Code requirements, and may require Design Review Board approval."
2. Ms. Rodriguez (and other unit owners) erected a balcony enclosure (or enclosures) pursuant to valid City of Miami Beach building permits and have maintained the enclosures for over four years.
3. The Condominium Association has not disputed Ms. Rodriguez' (or other unit owners') right to erect and maintain the balcony enclosure(s) in any proceeding.

4. The balcony enclosure in Unit 401 and other balcony enclosures are not subject to the authority of the Condominium Association.
5. Condition 1.c. of the Design Review Board Order gives the Condominium Association authority to apply for and receive a building permit or permits to demolish, remove or alter the legally existing and privately owned balcony enclosures in order to implement the replacement of the concrete balcony railings as proposed by the Association.
6. The balcony of Unit 401, upon which the concrete railings sit and which is an integral part of a balcony enclosure owned by the owner of that unit. Other unit owners with balcony enclosures are in the same situation.
7. The Design Review Board, through its Order has created a "right" in the Condominium Association that it does not have, to demolish, remove or alter legally existing balcony enclosures.
8. The Order further gives the Association authority to demolish, remove or alter balcony enclosures that it otherwise would have to litigate in court to accomplish.

The Design Review Board did not consider the implications of state law provisions that limit the Association's ability to challenge any construction of balcony enclosures after a four-year statute of limitations has expired.

The Board overlooked or failed to consider that its Order did much more than approve a glass-and-aluminum railing system, it gave authority to the Association to ignore the law and receive a building permit or permits to compel the demolition, removal or alteration of balcony enclosures that were built with valid City of Miami Beach building permit(s) and that are insulated from the Association's demolition, removal or alteration by the passing of the statute of limitations.

For those reasons, Mercedes Rodriguez of Unit No. 401 and others who own units in the Marlborough House Condominium at 5775 Collins Avenue, appeal of the confirmed Corrected Order in the matter of Design Review Board File No. 17373.

April 25, 2004
Bob Parcher, City Clerk
Page 3

Furthermore, petitioner reserves her right to supplement this appeal letter with briefs or memoranda prior to Design Review Board consideration of this petition for rehearing.

Sincerely,


W. Tucker Gibbs

cc: Jorge Gomez, Planning Director
Gary Held, First Assistant City Attorney

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COMMISSION MEMORANDUM

TO: Mayor David Dermer and DATE: July 7, 2004
Members of the City Commission

FROM: Murray H. Dubbin
City Attorney
Roberto T. Datorre
Assistant City Attorney

SUBJECT: Request by the law firm of Boies, Schiller & Flexner LLP for a waiver of conflict of interest by the law firm in representing Star Island Entertainment, Inc. (Mansion Nightclub, 1235 Washington Avenue) in matters before the Special Master and administratively only.

The law firm of Boies, Schiller & Flexner LLP has requested the City to grant a waiver of Conflict of Interest in representing Star Island Entertainment, Inc. ("Mansion") in matters before the Special Master and administratively only (see attached letter). These Mansion matters concern a club called Mansion Nightclub, located at 1235 Washington Avenue, which has been cited by Code Compliance for failing to maintain the sidewalk and swale in a clean manner, and may be cited in the future for other City and Miami-Dade County Code violations. Boies, Schiller & Flexner LLP currently represents the City in the Royal World litigation.

The Florida Bar Rule of Professional Conduct states:

Rule 4-1.7 Conflict of Interest; General Rule

(a) Representing Adverse Interests.

A lawyer shall not represent a client if the representation of that client will be directly adverse to the interest of another client, unless:

- (1) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and
- (2) each client consents after consultation.

The current representation of the City in the Royal World litigation is wholly unrelated to the Kauderer matters.

This waiver, if the Commission wishes to grant it, may be accomplished by a simple Motion approved by the Commission.

MHD/RTD
Attachment

Agenda Item R9E
Date 7-7-04

June 2, 2004

Robert Datorre, Esq.
City of Miami Beach
1700 Convention Center Drive
4th Floor, Legal Department
Miami Beach, Florida 33139

RECEIVED
04 JUN -3 PM 2:49
CITY ATTORNEY'S OFFICE

RE: Star Island Entertainment, LLC Conflict Waiver

Dear Robert:

As you may be aware, Star Island Entertainment, LLC is the owner/operator of the Mansion Nightclub, located at 1235 Washington Avenue.

It is respectfully requested that the City allow the undersigned to represent Star Island Entertainment, LLC in Special Master proceedings only. As you know, Star Island Entertainment, LLC is owned and/or operated by many of the same principals of 136 Collins Avenue, LLC, which I already have conflict waiver by the City, a copy of which is attached hereto for your reference.

I am also enclosing a proposed conflict letter for Star Island Entertainment, LLC for your execution. Please bring this up before the City Commissioners and advise me as to the time and date it will be brought before them.

Very truly yours



BRUCE ALAN WEIL

BAW:maw
Encl.

June 2, 2004

Robert Datorre, Esq.
City of Miami Beach
1700 Convention Center Drive
4th Floor, Legal Department
Miami Beach, Florida 33139

RE: Waiver of Conflict of Interest

Dear Mr. Datorre:

The City of Miami Beach has retained our firm in connection with various litigations, which are presently ongoing. The purpose of this letter is to confirm that the City of Miami Beach (the "City") waives any conflict of interest that may exist or arise as a result of our firm's representation of Star Island Entertainment, LLC, (hereinafter referred to as "Star Island ") in matters before the Special Master only.

The purpose of this letter is to confirm that the City waives any conflict of interest that may exist or arise as a result of our firm's representation of Star Island in matters before the Special Master only. While we know of no reason why we cannot represent Star Island, unless you waive this actual or apparent conflict of interest, we may be placed in a position where we will be prevented from representing Star Island in the matters before the Special Master. Accordingly, upon execution hereof, the City confirms its waiver of any and all conflicts, and any and all rights that you may otherwise have to claim that any conflict of interest exists, as a result of, with respect to, or in connection with, Boies, Schiller & Flexner, LLP (the "Firm") representation of the City of Miami Beach and Star Island, or any of his affiliates.

The City is knowingly and voluntarily waiving any conflict of interest in connection with proceedings before the Special Master and releases and relinquishes any and all claims against the Firm and its attorneys relating to any conflict of interest arising, or purportedly arising, from its representation. However, this waiver only applies to representation before the Special Master.

Robert Datorre, Esq.
City of Miami Beach
June 2, 2004
Page 2

Please sign this letter where indicated below and return it to me to acknowledge your full and complete waiver, as set forth above. If you have any further questions or concerns, please contact me.

Very truly yours

BOIES, SCHILLER & FLEXNER, LLP.

By: _____
BRUCE ALAN WEIL

**UNDERSTOOD, ACKNOWLEDGED
AND AGREED:**

Robert Datorre, Esq.
For City of Miami Beach

Dated: _____

March 27, 2003 .

VIA FACSIMILE

Robert Dixon, Esq.
City of Miami Beach
1700 Convention Center Drive
4th Floor, Legal Department
Miami Beach, Florida 33139

RE: Waiver of Conflict of Interest/
Opium/136 Collins Avenue, L.C.

Dear Mr. Dixon:

The City of Miami Beach has retained our firm in connection with various litigation, which are presently ongoing. The purpose of this letter is to confirm that the City of Miami Beach (the "City") waives any conflict of interest that may exist or arise as a result of our firm's representation of Roman Jones and Opium/136 Collins Avenue, L.C. (collectively hereinafter referred to as "Opium") in matters before the Special Master only.

The purpose of this letter is to confirm that the City waives any conflict of interest that may exist or arise as a result of our firm's representation of Opium in matters before the Special Master only. While we know of no reason why we cannot represent Opium, unless you waive this actual or apparent conflict of interest, we may be placed in a position where we will be prevented from representing Opium in the matters before the Special Master. Accordingly, upon execution hereof, the City confirms its waiver of any and all conflicts, and any and all rights that you may otherwise have to claim that any conflict of interest exists, as a result of, with respect to, or in connection with, Boies, Schiller & Flexner, LLP and Zack Kosnitzky, P.A.'s (the "Firms") representation of the City of Miami Beach and Opium, or any of his affiliates.

The City is knowingly and voluntarily waiving any conflict of interest in connection with proceedings before the Special Master and releases and relinquishes any and all claims against the Firms and its attorneys relating to any conflict of interest arising, or purportedly arising, from its representation. However, this waiver only applies to representation before the Special Master.

Robert Dixon, Esq.
City of Miami Beach
March 27, 2003
Page 2

Please sign this letter where indicated below and return it to me to acknowledge your full and complete waiver, as set forth above. If you have any further questions or concerns, please contact me.

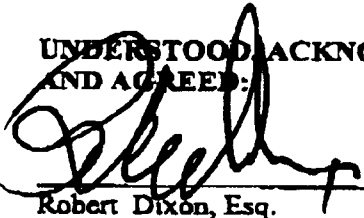
Very truly yours

BOIES, SCHILLER & FLEXNER, LLP.

By: _____

BRUCE ALAN WEIL

UNDERSTOOD, ACKNOWLEDGED
AND AGREED:



Robert Dixon, Esq.
For City of Miami Beach

Dated: _____

03-23-03



RECEIVED
2004 JUN 28 PM 2:54
CITY MANAGERS OFFICE
BY _____

**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

TO: JORGE GONZALEZ
CITY MANAGER

FROM: RICHARD STEINBERG *RLS/sm*
COMMISSIONER

DATE: June 28, 2004

RE: July 7, 2004 Commission Agenda- Discussion Item regarding
the Mitigation of Traffic Plan for the 63rd Street Flyover
Removal

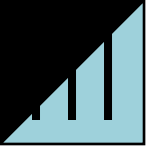
I would like to the Commission to discuss at our July 7th meeting the Mitigation of Traffic (MOT) for the 63rd Street Flyover Removal including the timeline for the construction project. At that time, I expect the administration to be able to provide the following information: Outline of the current MOT plan and time-frame of the various phases (distribute this portion with the Agenda) as well as an analysis of what impacts the construction will have on fire rescue services, police services, hurricane evacuations, commuting times for our residents and the economic interests of Miami Beach, particularly North Beach (distribute with agenda if possible).

Please place this as an item for discussion on the July 7, 2004, Commission agenda with a time certain of 5:30 PM given the great public importance of this issue.

If you need anything further, please feel free to contact my Aide, Ms. Dolores Mejia, at extension 6834.

RLS/dm

Agenda Item R9F
Date 7-7-04



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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: DISCUSSION CONCERNING PRESERVATION OF HISTORIC HOMES IN
ALTOS DEL MAR PARK**

Altos Del Mar Park is proposed to be developed on a 2-acre undeveloped tract of oceanfront land located east of Collins Avenue between 76th and 77th Streets. The park site lies within the Harding Townsite/South Altos Del Mar local historic district, and is adjacent to the Altos Del Mar single family local historic district. Within the boundaries of the park are two residential structures that are historically and architecturally significant. The park is intended to be developed primarily as passive open space; however, other uses may be considered if they are compatible with the historic character of the neighborhood and supported by North Beach residents.

On July 2, 2003 the Mayor and Commission adopted Resolution No. 2003-25245 appropriating \$100,000 from the Capital Reserve Fund for design and construction of emergency repairs to two historic structures in Altos Del Mar Park, and stipulating that engineering fees should not exceed 10% of the \$100,000 and said funds must be repaid from GO Bond funds at such time as the land title was transferred to the City from the State of Florida. Subsequently, the City received title to the land, and GO Bond funds became available.

On October 15, 2003, the City entered into an agreement with the consultant team that was selected pursuant to RFQ No. 41-99/00 to provide planning, design and construction administration services for the overall park project, which has a total budget of \$2.9 million from GO bonds. The team leader is the landscape architectural firm of Falcon + Bueno, with Brill and Rodriguez, Inc. Consulting Engineers, and Allan T. Shulman, P.A., Architect. The initial portion of the agreement was for a limited scope of work including a structural evaluation of the two historic homes, a survey of the entire park site, and floor plans of the existing structures to be developed from field measurements.

The consultants submitted a report on February 11, 2004 entitled "Structural Stabilization of Two Houses in Altos Del Mar Park". The report stipulates that "this investigation has been conducted for the purpose of providing the City with a report containing our opinion regarding the current structural condition of the two structures and for providing an analysis and plan for their temporary emergency protection and stabilization until future permanent corrections can be implemented. Recommendations are submitted with the understanding that these corrections are not intended to make these structures safe for occupancy at this time." Following is a summary of the consultant's recommendations for temporary

Agenda Item R96

Date 7-7-04



stabilization:

(1) two-story house at 7601 Atlantic Way

- install shoring under damaged concrete elements,
- block up masonry openings on first and second floors,
- demolish screened porch to the slab on grade and block the opening,
- re-strap roof framing to its support, as temporary procedure,
- provide "dry-in" temporary roofing repair to avoid moisture penetration.

(2) one-story house at 7611 Collins Avenue

- completely demolish or preserve masonry walls by lateral bracing until complete restoration is undertaken.

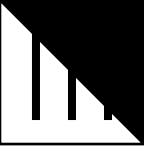
Based upon the engineering report, the City's Building Official issued a Notice of Violation on March 12, 2004 requiring demolition or repair within 30 days. In response, the City installed an 8ft. high chain link fence as a safety measure and began the process of requesting asbestos survey and removal reports, preparing surveys, plans and permits for the required work.

The CIP Office obtained cost estimates for the partial demolition and temporary stabilization from H. A. Contracting, a contractor participating in the Job Order Contracting (JOC) program. The scope of work considered is as follows:

- (1) two-story house at 7601 Atlantic Way: demolish the porch area, as requested in the above report, demolish interior ceiling area to perform the strapping of the roof joists (temporary shoring rental has been estimated for a six-month period), protect the structure from moisture by installing plastic fabric to cover the roof, secure the roof soffits, block all the masonry openings, brace underside of the garage floor, and remove the stair hand-railing for future rehabilitation.
- (2) one-story house at 7611 Collins Avenue: remove all interior walls, ceiling and roof system, block all exterior masonry openings, brace exterior walls (temporary shoring rental has been estimated for a six-month period), remove the fire place mantel piece for future rehabilitation, and completely demolish the independent garage structure, located behind the house.

The H.A. Contracting estimate is \$101,670, excluding permitting fees and the architectural services related to the preparation of documents to process the demolition permit.

The Administration has also analyzed the potential for permanent uses and the probable costs for complete restoration of the two historic structures. The potential uses to serve this park include a food concession, rest rooms and beach patrol headquarters. There has been some interest expressed in community meetings for a museum or interpretive center; however, current funding is insufficient to support restoration efforts and construction for all of these uses. For example, the two-story house located at 7601 Atlantic Way is most suitable for a food concession on the ground floor with indoor and outdoor patio seating.



The beach patrol headquarters could be located on the second floor or in the one-story house located at 7611 Collins Avenue, and an interpretive center could be located in either building.

Very preliminary cost estimates for restoration of these houses have been developed by comparing cost estimates provided for restoration of similar structures located at 7737 Atlantic Way, 7815 Atlantic Way and 7735 Collins Avenue (Exhibit "A"). The size, location, construction methods and degree of physical deterioration are comparable. Allowing for added costs of converting the use from residential to commercial for the City-owned buildings, the house located at 7601 Atlantic Way is estimated to have a construction cost of \$207/sq.ft., including the installation of an elevator to access the second floor and additional \$43/Sq.ft. for soft costs, including architectural and project management services or a total cost of approximately \$718,000. The house located at 7611 Collins Avenue is estimated to have a construction cost of \$247/sq.ft., including the construction of a complete new roofing structure, and additional \$51/sq.ft. for soft costs, including architectural and project management services or a total cost of approximately \$526,000 (Exhibit "B"). These are Budget Level Estimates and could vary by +30% or -15% of the values stated here.

It must be noted that these estimates assume that the State Department of Environmental Protection (DEP) will grant a waiver for habitable use of the ground floor in an historic structure, and that the Building Official and/or the Miami-Dade County Board of Rules and Appeals (BORA) will allow alternative methods of compliance with the building code for a historic structure. It should be noted that these structures were designed and constructed without the engineering calculations required to comply with the current Building Code.

The design and use of the proposed Altos Del Mar Park has not yet been determined. The consultant team was originally selected to provide a complete range of design services for the park including conceptual planning with extensive community input. However, during contract negotiations with the consultant team, it was decided that due to the significant cost involved with restoring these houses, that the final scope of work needed to be developed once the Administration receives direction from the Commission regarding whether or not to restore the houses.

HISTORIC PRESERVATION ANALYSIS

Altos Del Mar, or Highlands of the Sea, was a very early attempt at residential development on Miami Beach, and it is particularly important for the role it played in opening up the City's North Shore and its environs to development. The original Altos Del Mar subdivision (Altos Del Mar No. 1) was platted by the Tatum brothers in 1919. The subdivision ran from 75th Street to 83rd Street and included both sides of Collins Avenue. The main focus of the neighborhood, however, was the newly created Airoso Way. This street was located between Collins Avenue and the beach. It featured 250 foot-deep, oceanfront lots to the east and 125 foot-deep lots between Airoso Way and Collins Avenue to the west. The aptly named Airoso Way, a Spanish word for breezy, was changed to Atlantic Way in 1929. The east-west cross streets lost their romantic floral names to the more uniform numbered streets.

Integrity of location is the most outstanding characteristic of the historic district, as it is the last remaining single-family oceanfront neighborhood in which oceanfront land was historically developed for this purpose. In addition, the Altos Del Mar subdivision was the forerunner of residential neighborhoods in North Beach as well as Surfside and Bal Harbour.

The subject single-family homes are located at 7601 Atlantic Way and 7609-7611 Collins Avenue within the Harding Townsite/Altos Del Mar Historic District. This local historic district was adopted by the City Commission on September 25, 1996. The subject residences have been identified as contributing properties within the Miami Beach Historic Properties Database.

Built in 1939, the residence at 7609-7611 Collins Avenue was designed by architect Gene E. Baylis in a late inspiration of the Mediterranean Revival style. One year later, Baylis was commissioned again to design the residence at 7601 Atlantic Way in a Transitional Modern style. Although these single-family homes are modest in nature, they contribute to the special architectural character of the historic district. Unfortunately, the subject residences are in a state of severe disrepair due to the unusual circumstances of public ownership over many years during which the buildings were not in use. Their unique location near the Atlantic Ocean has expedited the deteriorated physical conditions along with vandalism associated with chronic vagrancy in the immediate area. Although staff might wish to preserve the subject single-family homes for adaptive reuse as public park facilities, the rehabilitation costs to bring them up to Code for public use could make this course of action unrealistic. In addition to correcting the deterioration, the location of one of these modest single family residences on an oceanfront lot within the Coastal Construction Zone could have very profound cost implications for bringing it up to code for public use. Staff would not recommend unrealistic heroics to try to preserve and adaptively reuse these structures for a future use for which they were not originally conceived and designed. The level of physical alteration needed to do so could in itself cause the structures to lose their original design and historic integrity.

CONCLUSION:

The Administration is looking for direction from the City Commission on whether to proceed with plans and permits to stabilize the two historic structures.


JMG/RCM/TH/JEC/AR/JAM

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April 21, 2004

SITE LOCATION: 7737 ATLANTIC WAY
MIAMI BEACH, FLORIDA

Rehabilitation/Restoration:

| | | |
|-------|---|--------------|
| 1 | General Conditions: | \$34,215.00 |
| 2 | Selective Demolition: Remove lath and plaster from walls and ceiling, damaged wood framing, doors and windows, roof, floor and wall finishes, electrical, plumbing and air conditioning. | 5,800.00 |
| 3 | Retrofitting reinforcing into existing masonry walls | 36,000.00 |
| 4 | Foundation repairs | 6,800.00 |
| 5 | Wood framing: Replacing damaged wood walls, floors, roof and sheathing | 21,000.00 |
| 6 | Replace/Repair existing damaged concrete tie beams and tie columns | 35,000.00 |
| 7 | Brace exterior walls; Shoring | 10,000.00 |
| 8 | Replace windows and doors | 14,800.00 |
| 9 | New roof | 18,900.00 |
| 10 | New lath and plaster walls and ceilings | 17,100.00 |
| 11 | Millwork/Finish cabinetry: Kitchen cabinets, casing, base boards, fascia/soffit | 26,100.00 |
| 12 | Electric | 9,000.00 |
| 13 | Plumbing | 13,100.00 |
| 14 | Air conditioning | 6,000.00 |
| 15 | Specialties; bathroom accessories, closet shelving | 3,800.00 |
| 16 | Interior finishes | 20,500.00 |
| 17 | Stucco | 8,000.00 |
| 18 | Interior/Exterior paint | 5,000.00 |
| Total | | \$291,115.00 |

April 21, 2004

SITE LOCATION: 7815 ATLANTIC WAY
MIAMI BEACH, FLORIDA

Rehabilitation/Restoration:

| | | |
|-------|---|--------------|
| 1 | General Conditions: | \$34,215.00 |
| 2 | Selective Demolition: Remove lath and plaster from walls and ceiling, damaged wood framing, doors and windows, roof, floor and wall finishes, electrical, plumbing and air conditioning. | 6,900.00 |
| 3 | Retrofitting reinforcing into existing masonry walls | 41,000.00 |
| 4 | Foundation repairs | 6,600.00 |
| 5 | Wood framing: Replacing damaged wood walls, floors, roof and sheathing | 25,500.00 |
| 6 | Replace/Repair existing damaged concrete tie beams and tie columns | 38,000.00 |
| 7 | Brace exterior walls; Shoring | 12,000.00 |
| 8 | Replace windows and doors | 22,000.00 |
| 9 | New roof | 22,300.00 |
| 10 | New lath and plaster walls and ceilings | 15,500.00 |
| 11 | Millwork/Finish cabinetry: Kitchen cabinets, casing, base boards, fascia/soffit | 30,800.00 |
| 12 | Electric | 10,000.00 |
| 13 | Plumbing | 14,200.00 |
| 14 | Air conditioning | 6,600.00 |
| 15 | Specialties; bathroom accessories, closet shelving | 4,500.00 |
| 16 | Interior finishes | 26,000.00 |
| 17 | Stucco | 9,800.00 |
| 18 | Interior/Exterior paint | 6,000.00 |
| Total | | \$331,915.00 |

April 21, 2004

SITE LOCATION: 7735 COLLINS AVENUE
MIAMI BEACH, FLORIDARehabilitation/Restoration:

| | | |
|-------|---|--------------|
| 1 | General Conditions: | \$29,325.00 |
| 2 | Selective Demolition: Remove lath and plaster from walls and ceiling, damaged wood framing, doors and windows, roof, floor and wall finishes, electrical, plumbing and air conditioning. | 5,300.00 |
| 3 | Retrofitting reinforcing into existing masonry walls | 23,000.00 |
| 4 | Foundation repairs | 5,000.00 |
| 5 | Wood framing: Replacing damaged wood walls, floors, roof and sheathing | 11,000.00 |
| 6 | Replace/Repair existing damaged concrete tie beams and tie columns | 21,400.00 |
| 7 | Brace exterior walls; Shoring | 10,000.00 |
| 8 | Replace windows and doors | 12,150.00 |
| 9 | New roof | 13,100.00 |
| 10 | New lath and plaster walls and ceilings | 9,800.00 |
| 11 | Millwork/Finish cabinetry: Kitchen cabinets, casing, base boards, fascia/soffit | 18,000.00 |
| 12 | Electric | 6,000.00 |
| 13 | Plumbing | 7,400.00 |
| 14 | Air conditioning | 3,400.00 |
| 15 | Specialties; bathroom accessories, closet shelving | 2,500.00 |
| 16 | Interior finishes; tiles, wood floors | 15,200.00 |
| 17 | Stucco | 6,000.00 |
| 18 | Interior/Exterior paint | 3,000.00 |
| Total | | \$201,575.00 |

ALTOS DEL MAR PARK

Exhibit "B"

Estimated Cost Comparison Analysis for the Houses located at 7601 Atlantic Way and 7611 Collins Avenue

| Description | Comparable buildings - Private Ownership | | | City-owned buildings | |
|--|--|-------------------|-------------------|----------------------|-------------------|
| Addresses | 7815 Atlantic Way | 7737 Atlantic Way | 7735 Collins Ave. | 7601 Atlantic Way | 7611 Collins Ave. |
| Rehabilitation/restoration cost estimate (*) | | | | | |
| Include Contractor's overhead and profit (20%) | \$365,815 | \$321,565 | \$221,413 | | |
| Building total square footage | \$438,978 | \$385,878 | \$265,696 | | |
| Estimated cost per square foot | 3168 | 2577 | 1289 | 2866 | 1760 |
| Projected construction cost based upon comparable | \$139 | \$150 | \$206 | \$150 | \$206 |
| Additional cost for elevator | | | | \$429,900 | \$362,560 |
| Subtotal | | | | \$65,000 | \$0 |
| Commercial occupancy upgrades + public project extra costs (20%) | | | | \$494,900 | \$362,560 |
| Total Estimated Construction Cost | | | Cost per sq.ft. | \$98,980 | \$72,512 |
| | | | | \$593,880 | \$435,072 |
| | | | | \$207 | \$247 |
| A/E fees (12%) | | | | \$71,266 | \$52,209 |
| PM fees (4.5%) | | | | \$26,725 | \$19,578 |
| CIP office (4.3%) | | | | \$25,537 | \$18,708 |
| Total Estimated Soft Cost | | | Cost per sq.ft. | \$123,527 | \$90,495 |
| Total Estimated Project Cost | | | Cost per sq.ft. | \$717,407 | \$525,567 |
| | | | | \$250 | \$299 |

(*) Estimated Cost Analysis is based on information provided by Beilinson Architects, dated April 21, 2004.

0

cc. Parich

RECEIVED
CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: JOSE SMITH *JS*
COMMISSIONER

DATE: June 30, 2004

RE: AGENDA ITEM
NORTH BEACH YOUTH CENTER ADVISORY BOARD

I would like to discuss the formation of a North Beach Youth Center Advisory Board. This board would be consistent with the Scott Rakow Youth Center Advisory Board and its role would be to act in an advisory capacity to the Mayor and Commissioners in matters pertaining to recreational and operational functions of the Youth Center.

Thank you.

JS/els

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OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

DATE: July 7, 2004

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: City Attorney's Status Report

**I. LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH
SINCE THE LAST REPORT**

1. Gary Conn and Linda Conn, his wife, vs. Monty's On The Beach, Inc. as general partner of Monty's On The Beach, Ltd. d/b/a Monty's On The Beach, Monty's On The Beach, Ltd. Et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-11898 CA 20

The City was served with this complaint on June 6, 2004, wherein the Plaintiff alleges injuries as the result of a fall down steps located either inside or outside of Monty's on the Beach. We have forwarded the complaint, along with a demand for indemnification and a defense to Miami Beach Marina under whose insurance policy we are an additional insured. The City will be defended by outside counsel, Hadden and Mulligan PA which were retained by International Marine Underwriters.

2. The Sails Condominium Association, Inc., a Florida non-profit corporation, vs. Garrick Brook, City of Miami Beach, and John Doe, as a tenant in possession. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-12557 CA 15

Agenda Item A

1700 Convention Center Drive -- Fourth Floor -- Miami Beach

Date 557-7-04

Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez
Page 2
July 7, 2004

This is a lien foreclosure action filed by a condo association to collect maintenance and late fees. The City filed an answer with affirmative defenses on June 15, 2004.

3. Albert Claramonte vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-12100 CA 32

The City was served with this Complaint on June 11, 2004, wherein the Plaintiff alleges that the City was negligent in installing a drainage system on North Hibiscus Drive in front of his house which allegedly causes flooding. A motion to dismiss and/or abate will be filed for plaintiff's violation of Florida Statute 768.28.

4. Magda Rodriguez vs. Alton Jarrett. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-12464 CA 11

An employee of the City, ALTON JARRETT, was served with this complaint on June 12, 2004 alleging that he was the driver of his own vehicle which vehicle collided with that of the Plaintiff, MAGDA RODRIGUEZ, causing her injuries. The City has filed a Motion to Dismiss with prejudice for Jarrett as a notice pursuant to Florida Statute 768.28 had already been sent to the City acknowledging that Mr. Jarrett was an employee of the City and the vehicle involved was owned and maintained by the City.

5. City of Miami Beach, a Florida municipal corporation vs. Havana Bistro & Lounge, Inc., a Florida Corporation, and Gloria C Medina, as officer and/or directors of Havana Bistro & Lounge, Inc. and individually. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-13087 CA30

Following repeated violations by Havana Bistro & Lounge of the City's ordinance prohibiting persons under the age of 21 from being allowed to enter an alcoholic beverage establishment, the City filed for injunctive relief prohibiting the establishment from further operation and for revocation of their occupational license. The City is arranging a hearing date for the motion for temporary injunction.

6. Danny Allan Couch; and Deneen Couch vs. City of Miami Beach; Miami Beach Police Department; William Sinkes, jointly and severally. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-13222 CA05

Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez
Page 3
July 7, 2004

The City was served with this complaint on June 17, 2004 wherein the Plaintiff alleges that the City, the Miami Beach Police Department and Officer William Sinkes maliciously prosecuted the Plaintiff and caused intentional infliction of emotional distress to the Plaintiff when criminal proceedings were brought against him by the State Attorney's office for grand theft in the 3rd degree. A motion to dismiss with prejudice will be filed on behalf of the City and the Miami Beach Police Department (which is not an entity which can be sued) and motions to dismiss will be filed for Officer Sinkes.

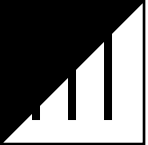
7. Wells Fargo Bank Minnesota, National Association, as Trustee vs. Olga I. Fernandez, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-13075 CA31

This is a mortgage foreclosure action. The subject property is not located within the City of Miami Beach. An answer will be prepared and filed.

8. City of Miami Beach, a Florida municipal corporation vs. Honey International, Inc., and Gloria C Medina. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-06665 CA32

Following repeated violations by Honey Nightclub of the City's ordinance prohibiting persons under the age of 21 from being allowed to enter an alcoholic beverage establishment, violations of state law prohibiting sale of alcoholic beverages to minors, failure to pay resort taxes and other City fines, and failure to renew their occupational license, the City filed for injunctive relief, revocation of the occupational license and monetary damages. A temporary injunction ordering payment of all monies due to the City and prohibiting further violations of City and State law regarding underage persons and alcoholic beverage establishment. Honey paid the City all resort taxes and other fees due and renewed its license, totaling over \$15,000 in revenue to the City. Also, the City has filed a Motion to Enforce Temporary Injunction as a result of another violation issued subsequent to the judge's order.

9. 247 23rd Street Partnership vs. Alter Entertainment Group LLC, a Florida limited liability company; Florida Department of Professional Regulation, Division of Alcoholic Beverages and Tobacco; Florida Department of Revenue; Florida



Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez
Page 4
July 7, 2004

Department of Labor, and Employment Security; and City of Miami Beach. Eleventh
Judicial Circuit, General Jurisdiction, Case No. 04-13570

This is a foreclosure of a Chattel Mortgage based upon a liquor
license. The City has an outstanding resort claim from the business.
An answer will be filed.

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **PARKING STATUS REPORT**

EXECUTIVE SUMMARY

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of May 2004. In May 2004, gross revenues at attended facilities (garage and lots) increased by 29.08% as compared to the prior year's period. A major contributing factor to this increase is the addition of the Anchor Garage. Had this facility not been included, gross revenues would have increased 6.83% or \$45,297.38.

During the month of May 2004, the Parking Department's attended locations earned a net profit of \$573,053.27. This is an increase in net profit of \$111,313.63 or 24.11% as compared to the same period in the prior year.

A) 17th Street Municipal Parking Garage: May 2004

During the month of May 2004, the 17th Street Garage had net revenues of \$217,710.35. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of \$57,660.00, transient parking revenues of \$153,750.35, and valet rental fees of \$6,300.00. Net revenues increased from \$195,219.72 in 2003, to \$217,710.35 in 2004; an 11.52% increase in net revenues.


After subtracting operating expenses of \$81,616.13 the facility had a net profit for the month in the amount of \$136,094.22. This represents an increase in net profit for the facility in the amount of \$6,548.06 or 5.05% when compared to the same period in the previous year.

B) 7th Street Municipal Parking Garage: May 2004

During the month of May 2004, the 7th Street Municipal Parking Garage had net revenues of \$186,422.90. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of \$13,350.00 and transient parking revenues of \$173,072.90. When compared to the same month in the prior year (May 2003), net revenues decreased from \$187,897.57 in 2003, to \$186,422.90 in 2004; a .78% decrease in net revenues. After subtracting operating expenses of \$59,282.13 and debt service of \$59,500.00 the facility had a net profit for the month in the amount of \$67,640.77. This is a decrease in net profit of \$9,274.52 or 12.06% as compared to the

Agenda Item 555B

Date 7-7-04



same period in the previous year, 2003. This decrease is primarily attributable to an increase in security personnel labor expense of \$5,599.41, elevator repair expenses of \$1,552.58, and a decrease in transient parking revenues of \$1,774.67.

The 7th Street Garage served a total of 39,931 parkers in the month of May, 2004.

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): May 2004

During the month of May 2004, the 5-A Surface Lots had net revenues of \$165,818.68. Net revenues are comprised of facility-specific access-card revenues of \$16,800.00 and transient parking revenues of \$149,018.68. When compared to the same period in the prior year (May 2003), net revenues increased from \$146,140.47 in 2003, to \$165,818.68 in 2004; representing a 13.47% increase in net revenues. After subtracting operating expenses of \$26,502.01, the facility had a net profit for the month in the amount of \$139,316.67. This is an increase in net profit of \$16,462.92 or 13.40% from May 2003. This increase is primarily attributable to an increase in transient parking revenues of \$21,718.21 that was partially offset by an increase in attendant cashier labor expense of \$4,066.55. The 5-A Municipal Surface Parking Lot served a total of 46,153 parkers in the month of May, 2004.

D) 12th Street Municipal Parking Garage: May 2004

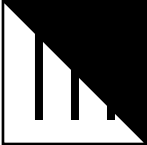
During the month of May 2004, the 12th Street Garage had net revenues of \$37,620.77. Net revenues are comprised of facility-specific monthly parking revenues of \$4,860.00 and transient parking revenues of \$32,760.77. When compared to the same month in the prior year (May 2003), net revenues decreased from \$38,676.05 in 2003, to \$37,620.77 in 2004; a 2.73% decrease in net revenues. After subtracting operating expenses of \$19,764.18 the facility had a net profit for the month in the amount of \$17,856.59. This is a decrease in net profit of \$3,996.26 or 18.29%. This decrease is primarily attributable to an increase in security personnel labor expense of \$2,158.70 and a decrease in transient parking revenues of \$995.28. The 12th Street Garage served a total of 5,945 parkers in the month of May 2004.

E) 13th Street Municipal Parking Garage: May 2004

During the month of May 2004, the 13th Street Garage had net revenues of \$62,538.51. Net revenues are comprised of facility-specific monthly parking permit revenues of \$8,460.00 and transient parking revenues of \$54,078.51. Compared to the same month in the prior year (2003), net revenues increased from \$57,908.78 in 2003, to \$62,538.51 in 2004; representing a 7.99% increase in net revenues. After subtracting operating expenses of \$32,488.78, the facility had a net profit for the month in the amount of \$30,049.73. This is an increase in net profit of \$1,166.76 or 4.04% from May 2003. The 13th Street Garage served a total of 16,221 parkers in the month of May 2004.

F) 16th Street-Anchor Parking Garage : May 2004

July 2003 was the first full month of operation of this facility by the City of Miami Beach



Parking Department. During the month of May, 2004, the 16th Street Garage had net revenues of \$147,593.49. Net revenues are comprised of facility-specific monthly parking revenues of \$28,200.00, transient parking revenues of \$99,099.99, and valet rental fees of \$20,293.50. After subtracting operating expenses of \$44,982.72 the facility had a net profit for the month in the amount of \$102,610.77. The 16th Street Garage served a total of 22,590 parkers in the month of May, 2004.

G) 42nd Street Municipal Parking Garage: May 2004

During the month of May, 2004, the 42nd Street Garage had net revenues of \$38,605.41. Net revenues are comprised of facility-specific monthly parking revenues of \$34,440.00 and transient parking revenues of \$4,165.41. Compared to the same month in the prior year, 2003, net revenues increased from \$37,576.65 in 2003, to \$38,605.41 in 2004; representing a 2.74% increase in net revenues. After subtracting operating expenses of \$18,620.89 the facility had a net profit for the month in the amount of \$19,984.52. The 42nd Street Garage served a total of 14,189 parkers in the month of May, 2004.

H) Electronic Parking Meter Revenue Comparison: May 2004

This statement compares parking meter revenue collected in May 2004, with revenue collected in May 2003. When comparing revenues for May 2004 in the amount of \$791,348.46 to revenues for May 2003 in the amount of \$767,372.83, the report reflects an increase of \$23,975.63 or 3.12% in revenues collected. Meter revenue collected does not reflect the change in monthly decal parkers (both commercial and residential), valet rental or construction rental of meters, or metered surface lots either taken out of service, or managed differently than the previous year. In the month of May 2004 decal and permit revenue received was \$88,302.08 and meter rental revenue (valet, construction, and special events) was \$95,320.57 versus \$66,959.43 and \$73,642.69 respectively in May 2003. The combined total revenue produced at meters for the month of May 2004 was \$974,971.11 This reflects an increase from the previous year in the amount of \$66,996.16 or 7.38%.

I) Parking and Transportation Smart Card Sales: May 2004

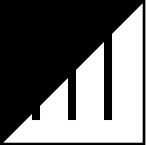
In the month of May 2004, the Parking Department sold 3,217 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of \$77,935.00.

J) Hotel Hangtag Sales: May 2004

In the month of May 2004, the Parking Department sold 3,200 hotel hangtags to hoteliers in the amount of \$19,200.00.

K) Multi-Space Parking Meter Pilot Program: May 2004

Schlumberger-Sema, at no cost to the City, has provided six (6) multi-space parking meters on an experimental basis for an on-street (Ocean Drive) and off-street (777-17th Street Lot) application. Both applications are configured in a "pay-and-display" mode. Upon receipt of payment, the multi-space meter issues a receipt that is displayed on the vehicles'



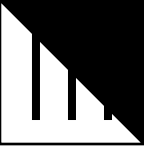
dashboard. The multi-space meters were installed in January 2003. Year to date the multi-space meters on Ocean Drive have yielded a 16.70% increase over the prior year and the machine installed in the parking lot at 777 17th Street has earned an 11.27% increase.

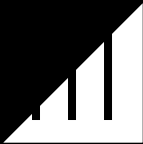
**CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
May 2004**

| LOCATION | REVENUE | | | Percent of Increase/ (Decrease) | EXPENSES | | | Percent of Increase/ (Decrease) | PROFIT/(LOSS) | | Percent of Increase/ (Decrease) | |
|-------------------|------------|------------|----------------------|---------------------------------|------------|------------|----------------------|---------------------------------|---------------|------------|---------------------------------|----------------------|
| | 2003 May | 2004 May | Increase/ (Decrease) | | 2003 May | 2004 May | Increase/ (Decrease) | | 2003 May | 2004 May | | Increase/ (Decrease) |
| 17 St. Garage | 195,219.72 | 217,710.35 | 22,490.63 | 11.52% | 65,673.56 | 81,616.13 | 15,942.57 | 24.28% | 129,546.16 | 136,094.22 | 6,548.06 | 5.05% |
| 7th St. Garage | 187,897.57 | 186,422.90 | (1,474.67) | -0.78% | 51,482.28 | 59,282.13 | 7,799.85 | 15.15% | 136,415.29 | 127,140.77 | (9,274.52) | -6.80% |
| 17th St. Lots | 146,140.47 | 165,818.68 | 19,678.21 | 13.47% | 23,286.72 | 26,502.01 | 3,215.29 | 13.81% | 122,853.75 | 139,316.67 | 16,462.92 | 13.40% |
| 12th St. Garage | 38,676.05 | 37,620.77 | (1,055.28) | -2.73% | 16,823.20 | 19,764.18 | 2,940.98 | 17.48% | 21,852.85 | 17,856.59 | (3,996.26) | -18.29% |
| 13th St. Garage | 57,908.78 | 62,538.51 | 4,629.73 | 7.99% | 29,025.81 | 32,488.78 | 3,462.97 | 11.93% | 28,882.97 | 30,049.73 | 1,166.76 | 4.04% |
| 42nd St. Garage | 37,576.65 | 38,605.41 | 1,028.76 | 2.74% | 15,388.03 | 18,620.89 | 3,232.86 | 21.01% | 22,188.62 | 19,984.52 | (2,204.10) | -9.93% |
| 16th St. - Anchor | 0.00 | 147,593.49 | 147,593.49 | #DIV/0! | 0.00 | 44,982.72 | 44,982.72 | #DIV/0! | 0.00 | 102,610.77 | 102,610.77 | #DIV/0! |
| Totals | 663,419.24 | 856,310.11 | 192,890.87 | 29.08% | 201,679.60 | 283,256.84 | 81,577.24 | 40.45% | 461,739.64 | 573,053.27 | 111,313.63 | 24.11% |

| Revenue Per Space | Expenses Per Space | Profit/(Loss) Per Space |
|-------------------|--------------------|-------------------------|
| 17 St. Garage | 149.12 | 93.22 |
| 7th St. Garage | 288.58 | 196.81 |
| 17th St. Lots | 327.70 | 275.33 |
| 12th St. Garage | 280.75 | 133.26 |
| 13th St. Garage | 218.67 | 105.07 |
| 42nd St. Garage | 62.27 | 32.23 |
| 16th St. - Anchor | 183.80 | 127.78 |

The 17th Street Garage has 1460 spaces.
The 7th Street Garage has 646 spaces.
The 17th Street Lots have 506 spaces.
The 12th Street Garage has 134 spaces.
The 13th Street Garage has 286 spaces.
The 42nd Street Garage has 620 spaces.
The 16th Street Anchor Garage has 803 spaces.

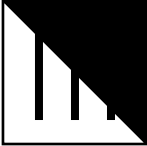




**CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY - YTD
October 2003 - May 2004**

560

| LOCATION | REVENUE | | | Percent of Increase/ (Decrease) | EXPENSES | | | Percent of Increase/ (Decrease) | PROFIT/(LOSS) | | | Percent of Increase/ (Decrease) |
|-------------------|----------------------------|---------------------------|--------------------------------|---------------------------------|---|--------------|----------------------|---------------------------------|---------------|--------------|----------------------|---------------------------------|
| | 2003 May YTD | 2004 May YTD | Increase/ (Decrease) | | 2003 May YTD | 2004 May YTD | Increase/ (Decrease) | | 2003 May YTD | 2004 May YTD | Increase/ (Decrease) | |
| 17 St. Garage | 1,654,377.53 | 1,729,961.66 | 75,584.13 | 4.57% | 564,445.46 | 604,597.37 | 40,151.91 | 7.11% | 1,089,932.07 | 1,125,364.29 | 35,432.22 | 3.25% |
| 7th St. Garage | 1,378,695.20 | 1,411,382.37 | 32,687.17 | 2.37% | 417,322.14 | 421,560.03 | 4,237.89 | 1.02% | 961,373.06 | 989,822.34 | 28,449.28 | 2.96% |
| 17th St. Lots | 1,139,654.63 | 1,298,551.49 | 158,896.86 | 13.94% | 204,958.46 | 204,483.24 | (475.22) | -0.23% | 934,696.17 | 1,094,068.25 | 159,372.08 | 17.05% |
| 12th St. Garage | 276,791.84 | 277,507.82 | 715.98 | 0.26% | 143,975.74 | 143,647.16 | (328.58) | -0.23% | 132,816.10 | 133,860.66 | 1,044.56 | 0.79% |
| 13th St. Garage | 473,706.84 | 483,289.91 | 9,583.07 | 2.02% | 245,284.54 | 240,476.12 | (4,808.42) | -1.96% | 228,422.30 | 242,813.79 | 14,391.49 | 6.30% |
| 42nd St. Garage | 302,897.70 | 314,169.50 | 11,271.80 | 3.72% | 123,915.91 | 131,657.10 | 7,741.19 | 6.25% | 178,981.79 | 182,512.40 | 3,530.61 | 1.97% |
| 16th St. - Anchor | 0.00 | 1,214,684.06 | 1,214,684.06 | #DIV/0! | 0.00 | 332,085.63 | 332,085.63 | #DIV/0! | 0.00 | 882,598.43 | 882,598.43 | #DIV/0! |
| Totals | 5,226,123.74 | 6,729,546.81 | 1,503,423.07 | 28.77% | 1,699,902.25 | 2,078,506.65 | 378,604.40 | 22.27% | 3,526,221.49 | 4,651,040.16 | 1,124,818.67 | 31.90% |
| 17 St. Garage | Revenue Per Space 1,184.91 | Expenses Per Space 414.11 | Profit/(Loss) Per Space 770.80 | | The 17th Street Garage has 1460 spaces. | | | | | | | |
| 7th St. Garage | 2,184.80 | 652.57 | 1,532.23 | | The 7th Street Garage has 646 spaces. | | | | | | | |
| 17th St. Lots | 2,566.31 | 404.12 | 2,162.19 | | The 17th Street Lots have 506 spaces. | | | | | | | |
| 12th St. Garage | 2,070.95 | 1,071.99 | 998.96 | | The 12th Street Garage has 134 spaces. | | | | | | | |
| 13th St. Garage | 1,689.82 | 840.83 | 849.00 | | The 13th Street Garage has 286 spaces. | | | | | | | |
| 42nd St. Garage | 506.73 | 212.35 | 294.37 | | The 42nd Street Garage has 620 spaces. | | | | | | | |
| 16th St. - Anchor | 1,512.68 | 413.56 | 1,099.13 | | The 16th Street Anchor Garage has 803 spaces. | | | | | | | |



**CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
May 2004**

| LOCATION | ACCOUNTING CODE | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) | Revenue/ Expense Per Space |
|---------------------------------------|---|------------------|------------------|-------------------------|---------------------------------------|----------------------------------|
| 17th Street Garage - 2G | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 480-8000-344583 | 135,459.72 | 153,750.35 | 18,290.63 | | |
| Revenue - Valet | 480-8000-344583 | 6,300.00 | 6,300.00 | 0.00 | | |
| Revenue-Monthly Permits | 480-8000-344514 | <u>53,460.00</u> | <u>57,660.00</u> | <u>4,200.00</u> | | |
| | 17th Street - 2G REVENUE (Sales Tax Excluded) | 195,219.72 | 217,710.35 | 22,490.63 | 11.52% | \$149.12 |
| Expenses | | | | | | |
| Security Personnel | | 16,448.34 | 19,951.32 | 3,502.98 | | |
| Attendant/Cashier Labor | | 34,321.57 | 46,946.34 | 12,624.77 | | |
| FP&L | | 6,473.39 | 6,473.39 | 0.00 | (1). | |
| Revenue Control Equipment Maintenance | | 1,860.67 | 1,666.67 | (194.00) | | |
| Armed Guard Revenue Pickup | | 517.18 | 420.00 | (97.18) | | |
| Elevator Maintenance | | 613.00 | 425.00 | (188.00) | | |
| Landscape Maintenance | | 108.33 | 312.33 | 204.00 | (2). | |
| Garage Cleaning/Maintenance | | <u>5,331.08</u> | <u>5,421.08</u> | <u>90.00</u> | (3). | |
| | 17th St. Garage - 2G EXPENSES | 65,673.56 | 81,616.13 | 15,942.57 | 24.28% | \$55.90 |
| | 17th St. Garage PROFIT/(LOSS) | 129,546.16 | 136,094.22 | 6,548.06 | 5.05% | \$93.22 |
| Number of Spaces | | | | | | 1460 |

Notes:

The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road/Conventions/TOPA/New World Symphony.

(1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(2). May 2004 figure includes the maintenance fee and a \$204 additional service charge for trimming a tree to accomodate a solar powered sign.

(3). May 2004 figure includes the maintenance fee and a \$90 additional service charge for window cleaning done by McCloskey Window Cleaning, Inc.

**City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G**

May 2004

| Date | Day | Total Vehicle Entries | Peak Period | Peak Vehicle Count | Daily Ticket Revenue |
|-------------------------------|--------------|-----------------------------|---------------|--------------------------|----------------------------|
| 1 | Saturday | 2,436 | 21:00 - 21:59 | 390 | \$5,119.63 |
| 2 | Sunday | 2,483 | 15:00 - 15:59 | 459 | 5,748.60 |
| 3 | Monday | 1,723 | 17:00 - 17:59 | 282 | 1,629.91 |
| 4 | Tuesday | 2,071 | 17:00 - 17:59 | 338 | 2,173.83 |
| 5 | Wednesday | 2,716 | 17:00 - 17:59 | 415 | 3,727.10 |
| 6 | Thursday | 2,239 | 17:00 - 17:59 | 360 | 2,623.36 |
| 7 | Friday | 3,078 | 21:00 - 21:59 | 478 | 5,223.36 |
| 8 | Saturday | 3,349 | 19:00 - 19:59 | 705 | 9,480.37 |
| 9 | Sunday | 2,431 | 14:00 - 14:59 | 495 | 5,513.08 |
| 10 | Monday | 2,263 | 07:00 - 07:59 | 428 | 4,151.41 |
| 11 | Tuesday | 2,045 | 17:00 - 17:59 | 324 | 2,436.45 |
| 12 | Wednesday | 2,237 | 17:00 - 17:59 | 368 | 2,818.69 |
| 13 | Thursday | 2,496 | 17:00 - 17:59 | 369 | 3,483.18 |
| 14 | Friday | 3,430 | 20:00 - 20:59 | 553 | 6,189.72 |
| 15 | Saturday | 3,309 | 19:00 - 19:59 | 576 | 8,444.86 |
| 16 | Sunday | 3,372 | 13:00 - 13:59 | 604 | 9,750.47 |
| 17 | Monday | 1,946 | 17:00 - 17:59 | 295 | 1,884.11 |
| 18 | Tuesday | 2,484 | 18:00 - 18:59 | 410 | 3,888.79 |
| 19 | Wednesday | 2,742 | 10:00 - 10:59 | 410 | 4,341.12 |
| 20 | Thursday | 2,668 | 17:00 - 17:59 | 405 | 3,967.29 |
| 21 | Friday | 2,796 | 20:00 - 20:59 | 382 | 3,942.88 |
| 22 | Saturday | 3,199 | 22:00 - 22:59 | 601 | 7,900.00 |
| 23 | Sunday | 2,309 | 00:00 - 00:59 | 441 | 4,977.57 |
| 24 | Monday | 1,796 | 17:00 - 17:59 | 302 | 1,804.67 |
| 25 | Tuesday | 1,850 | 17:00 - 17:59 | 302 | 1,942.06 |
| 26 | Wednesday | 1,987 | 17:00 - 17:59 | 306 | 2,065.42 |
| 27 | Thursday | 2,256 | 17:00 - 17:59 | 343 | 3,057.94 |
| 28 | Friday | 2,565 | 23:00 - 23:59 | 399 | 7,763.55 |
| 29 | Saturday | 3,554 | 23:00 - 23:59 | 550 | 12,047.66 |
| 30 | Sunday | 3,446 | 23:00 - 23:59 | 544 | 11,714.02 |
| 31 | Monday | 2,052 | 00:00 - 00:59 | 488 | 3,939.25 |
| | TOTAL | 79,328 | | | \$153,750.35 |
| MONTHLY PERMIT REVENUE | | | | | \$57,660.00 |
| VALET REVENUE | | | | | \$6,300.00 |
| TOTAL NET REVENUE | | | | | \$217,710.35 |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
May 2004**

| LOCATION | ACCOUNTING CODE | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) | Revenue/ Expense Per Space |
|---------------------------------------|---|------------------|------------------|-------------------------|---------------------------------------|----------------------------------|
| 7th Street Garage - 1G | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 142-8000-344404 | 174,847.57 | 173,072.90 | (1,774.67) | | |
| Revenue-Monthly Permits | 142-8000-344404 | <u>13,050.00</u> | <u>13,350.00</u> | <u>300.00</u> | | |
| | 7th Street - 1G REVENUE (Sales Tax Excluded) | 187,897.57 | 186,422.90 | (1,474.67) | -0.78% | \$288.58 |
| Expenses | | | | | | |
| Security Personnel | | 22,612.39 | 28,211.80 | 5,599.41 | | |
| Attendant/Cashier Labor | | 16,893.83 | 17,748.27 | 854.44 | | |
| Landscape Maintenance | | 1,067.67 | 918.67 | (149.00) | | |
| FP&L | | 3,067.37 | 3,067.37 | 0.00 | (1). | |
| Revenue Control Equipment Maintenance | | 700.00 | 700.00 | 0.00 | | |
| Garage Cleaning/Maintenance | | 4,864.00 | 4,864.00 | 0.00 | | |
| Armed Guard Revenue Pickup | | 517.18 | 420.00 | (97.18) | | |
| Elevator Maintenance | | 1,264.84 | 2,817.42 | 1,552.58 | (2). | |
| Surveillance System Maintenance | | <u>495.00</u> | <u>534.60</u> | <u>39.60</u> | | |
| | 7th Street - 1G EXPENSES | 51,482.28 | 59,282.13 | 7,799.85 | 15.15% | \$91.77 |
| | 7th St. Estimated Debt Service | 59,500.00 | 59,500.00 | 0.00 | 0.00% | \$92.11 |
| | 7th St. PROFIT/(LOSS) | 76,915.29 | 67,640.77 | (9,274.52) | -12.06% | \$104.71 |
| Number of Spaces | | | | | | 646 |

Notes:

Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons, and nightclub patrons.

(1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(2). May 2004 figure includes the maintenance fee and an additional charges for five services calls - three of which were on consecutive nights. The amounts of the charges are as follows: \$217, \$1065.17, \$77.50, \$162.72, & \$310.

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

May 2004

| Date | Day | Total Vehicle Entries | Peak Period | Peak Vehicle Count | Daily Space Rental Goldman - No Tax | Daily Space Rental Other - Incl. Tax | Daily Revenue Including Tax |
|--------------|-----------|-----------------------|---------------|--------------------|--|---|--------------------------------|
| 1 | Saturday | 1,910 | 15:00 - 15:59 | 275 | \$375.00 | \$59.54 | \$ 12,085.00 |
| 2 | Sunday | 1,918 | 12:00 - 12:59 | 302 | 375.00 | 59.54 | 7,826.00 |
| 3 | Monday | 552 | 13:00 - 13:59 | 107 | 375.00 | 59.54 | 1,914.00 |
| 4 | Tuesday | 692 | 14:00 - 14:59 | 119 | 375.00 | 59.54 | 2,055.00 |
| 5 | Wednesday | 1,031 | 14:00 - 14:59 | 175 | 375.00 | 59.54 | 3,231.00 |
| 6 | Thursday | 872 | 15:00 - 15:59 | 164 | 375.00 | 59.54 | 2,719.00 |
| 7 | Friday | 1,475 | 16:00 - 16:59 | 238 | 375.00 | 59.54 | 10,051.00 |
| 8 | Saturday | 2,135 | 12:00 - 12:59 | 316 | 375.00 | 59.54 | 12,786.00 |
| 9 | Sunday | 1,650 | 00:00 - 00:59 | 300 | 375.00 | 59.54 | 6,035.00 |
| 10 | Monday | 658 | 13:00 - 13:59 | 123 | 375.00 | 59.54 | 1,920.00 |
| 11 | Tuesday | 667 | 16:00 - 16:59 | 127 | 375.00 | 59.54 | 1,822.00 |
| 12 | Wednesday | 652 | 19:00 - 19:59 | 116 | 375.00 | 59.54 | 1,991.00 |
| 13 | Thursday | 904 | 16:00 - 16:59 | 167 | 375.00 | 59.54 | 2,745.00 |
| 14 | Friday | 1,505 | 23:00 - 23:59 | 257 | 375.00 | 59.54 | 10,963.00 |
| 15 | Saturday | 2,245 | 14:00 - 14:59 | 313 | 375.00 | 59.54 | 12,227.00 |
| 16 | Sunday | 1,936 | 15:00 - 15:59 | 314 | 375.00 | 59.54 | 7,533.00 |
| 17 | Monday | 705 | 16:00 - 16:59 | 113 | 375.00 | 59.54 | 2,299.00 |
| 18 | Tuesday | 664 | 15:00 - 15:59 | 123 | 375.00 | 59.54 | 1,760.00 |
| 19 | Wednesday | 764 | 14:00 - 14:59 | 136 | 375.00 | 59.54 | 2,226.00 |
| 20 | Thursday | 929 | 13:00 - 13:59 | 158 | 375.00 | 59.54 | 2,920.00 |
| 21 | Friday | 1,522 | 23:00 - 23:59 | 250 | 375.00 | 59.54 | 10,095.00 |
| 22 | Saturday | 2,241 | 18:00 - 18:59 | 292 | 375.00 | 59.54 | 13,111.00 |
| 23 | Sunday | 1,820 | 12:00 - 12:59 | 309 | 375.00 | 59.54 | 7,792.00 |
| 24 | Monday | 721 | 15:00 - 15:59 | 126 | 375.00 | 59.54 | 2,678.00 |
| 25 | Tuesday | 815 | 13:00 - 13:59 | 136 | 375.00 | 59.54 | 2,452.00 |
| 26 | Wednesday | 843 | 15:00 - 15:59 | 143 | 375.00 | 59.54 | 2,739.00 |
| 27 | Thursday | 1,372 | 18:00 - 18:59 | 207 | 375.00 | 59.54 | 4,834.00 |
| 28 | Friday | 1,715 | 18:00 - 18:59 | 261 | 375.00 | 59.54 | 8,317.00 |
| 29 | Saturday | 1,622 | 18:00 - 18:59 | 259 | 375.00 | 59.54 | 8,571.00 |
| 30 | Sunday | 1,603 | 18:00 - 18:59 | 246 | 375.00 | 59.54 | 9,694.00 |
| 31 | Monday | 1,793 | 14:00 - 14:59 | 311 | 375.00 | 59.54 | 7,797.00 |
| TOTAL | | 39,931 | | | \$11,625.00 | \$1,845.75 | \$185,188.00 |

| | | | |
|----------------------------|--------------------|-------------------|---------------------|
| TOTAL GROSS REVENUE | \$11,625.00 | \$1,845.75 | \$185,188.00 |
| SALES TAX | 0.00 | 120.75 | 12,115.10 |
| TOTAL NET REVENUE | \$11,625.00 | \$1,725.00 | \$173,072.90 |

| | | |
|---|--------------------|---------------------|
| Monthly Budgeted Revenue Needed to Break Even - FY 03/04 (Includes Debt Service) | | \$138,601.25 |
| Less Current Month Net Revenue | | \$186,422.90 |
| Over/(Short) | | \$47,821.65 |
| Monthly Space Rental | | |
| Goldman Properties - 155 | \$11,625.00 | No tax included |
| Other - 23 | \$1,845.75 | With tax |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
May 2004

| LOCATION | ACCOUNTING CODE | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) | Revenue/ Expense Per Space |
|--|--|------------------|------------------|-------------------------|---------------------------------------|----------------------------------|
| 17th Street Lots - 5A East & West | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 480-8000-344515 | 127,300.47 | 149,018.68 | 21,718.21 | | |
| Revenue-Monthly Permits | 480-8000-344596 | <u>18,840.00</u> | <u>16,800.00</u> | <u>(2,040.00)</u> | | |
| | 17th Street Lots - 5A REVENUE (Sales Tax Excluded) | 146,140.47 | 165,818.68 | 19,678.21 | 13.47% | \$327.70 |
| Expenses | | | | | | |
| Security Personnel | | 1,786.10 | 1,128.84 | (657.26) | | |
| Attendant/Cashier Labor | | 18,745.80 | 22,812.35 | 4,066.55 | | |
| Revenue Control Equipment Maintenance | | 1,860.67 | 1,666.67 | (194.00) | | |
| Landscape Maintenance | | 502.67 | 502.67 | 0.00 | | |
| FP&L | | <u>391.48</u> | <u>391.48</u> | <u>0.00</u> | (1). | |
| | 17th St. Lots - 5A EXPENSES | 23,286.72 | 26,502.01 | 3,215.29 | 13.81% | \$52.38 |
| | 17th St. Lots - 5A PROFIT/(LOSS) | 122,853.75 | 139,316.67 | 16,462.92 | 13.40% | \$275.33 |
| Number of Spaces | | | | | | 506 |

Note:

(1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

City of Miami Beach
Parking Department
Day Revenue Report
17th Street Lots - 5A East and West

May 2004

| Date | Day | East Total Vehicle Entries | East Daily Ticket Revenue | West Total Vehicle Entries | West Daily Ticket Revenue | Total Daily Ticket Revenue |
|-------------------------------|-----------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|
| 1 | Saturday | 969 | \$3,710.28 | 613 | \$2,738.32 | \$6,448.60 |
| 2 | Sunday | 892 | 2,761.68 | 730 | 1,834.58 | 4,596.26 |
| 3 | Monday | 644 | 1,371.03 | 390 | 780.37 | 2,151.40 |
| 4 | Tuesday | 845 | 1,866.36 | 481 | 1,010.28 | 2,876.64 |
| 5 | Wednesday | 885 | 1,961.68 | 643 | 1,521.50 | 3,483.18 |
| 6 | Thursday | 813 | 2,509.35 | 544 | 1,622.43 | 4,131.78 |
| 7 | Friday | 1022 | 3,617.76 | 639 | 2,581.31 | 6,199.07 |
| 8 | Saturday | 917 | 4,013.08 | 706 | 3,338.32 | 7,351.40 |
| 9 | Sunday | 910 | 2,615.89 | 693 | 1,829.91 | 4,445.80 |
| 10 | Monday | 814 | 2,356.07 | 741 | 2,220.56 | 4,576.63 |
| 11 | Tuesday | 802 | 2,295.33 | 449 | 1,470.09 | 3,765.42 |
| 12 | Wednesday | 782 | 2,034.58 | 470 | 1,504.67 | 3,539.25 |
| 13 | Thursday | 800 | 2,355.14 | 516 | 1,680.37 | 4,035.51 |
| 14 | Friday | 1038 | 3,486.92 | 552 | 2,356.07 | 5,842.99 |
| 15 | Saturday | 887 | 4,403.74 | 615 | 3,249.53 | 7,653.27 |
| 16 | Sunday | 891 | 2,947.66 | 666 | 2,648.60 | 5,596.26 |
| 17 | Monday | 799 | 1,506.54 | 391 | 762.62 | 2,269.16 |
| 18 | Tuesday | 717 | 1,614.95 | 743 | 1,963.55 | 3,578.50 |
| 19 | Wednesday | 831 | 1,900.00 | 682 | 1,705.61 | 3,605.61 |
| 20 | Thursday | 860 | 2,590.65 | 593 | 1,925.23 | 4,515.88 |
| 21 | Friday | 1051 | 3,499.07 | 588 | 2,232.71 | 5,731.78 |
| 22 | Saturday | 1050 | 4,551.40 | 771 | 3,856.07 | 8,407.47 |
| 23 | Sunday | 898 | 2,500.93 | 689 | 1,572.90 | 4,073.83 |
| 24 | Monday | 736 | 1,485.98 | 354 | 697.20 | 2,183.18 |
| 25 | Tuesday | 800 | 1,684.11 | 418 | 863.55 | 2,547.66 |
| 26 | Wednesday | 858 | 1,752.34 | 452 | 963.55 | 2,715.89 |
| 27 | Thursday | 887 | 2,958.88 | 455 | 1,500.00 | 4,458.88 |
| 28 | Friday | 1089 | 3,742.99 | 721 | 3,516.82 | 7,259.81 |
| 29 | Saturday | 885 | 3,928.04 | 1,009 | 4,474.77 | 8,402.81 |
| 30 | Sunday | 874 | 3,706.54 | 1,004 | 4,382.24 | 8,088.78 |
| 31 | Monday | 971 | 1,711.21 | 618 | 2,774.77 | 4,485.98 |
| | | 27,217 | \$83,440.18 | 18,936 | \$65,578.50 | \$149,018.68 |
| MONTHLY PERMIT REVENUE | | | | | | \$16,800.00 |
| TOTAL NET REVENUE | | | | | | \$165,818.68 |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
May 2004**

| LOCATION | ACCOUNTING CODE | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) | Revenue/ Expense Per Space |
|--------------------------------|---|-----------------|-----------------|-------------------------|---------------------------------------|----------------------------------|
| 12th Street Garage - 2A | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 480-8000-344504 | 33,756.05 | 32,760.77 | (995.28) | | |
| Revenue-Monthly Permits | 480-8000-344593 | <u>4,920.00</u> | <u>4,860.00</u> | <u>(60.00)</u> | | |
| | 12th Street - 2A REVENUE (Sales Tax Excluded) | 38,676.05 | 37,620.77 | (1,055.28) | -2.73% | \$280.75 |
| Expenses | | | | | | |
| Security Personnel | | 8,237.06 | 10,395.76 | 2,158.70 | | |
| Attendant/Cashier Labor | | 6,945.10 | 7,602.38 | 657.28 | | |
| FP&L | | 108.54 | 108.54 | 0.00 | (1). | |
| Elevator Maintenance | | 0.00 | 125.00 | 125.00 | (2). | |
| Garage Cleaning/Maintenance | | <u>1,532.50</u> | <u>1,532.50</u> | <u>0.00</u> | (3). | |
| | 12th Street - 2A EXPENSES | 16,823.20 | 19,764.18 | 2,940.98 | 17.48% | \$147.49 |
| | 12th Street - 2A PROFIT/(LOSS) | 21,852.85 | 17,856.59 | (3,996.26) | -18.29% | \$133.26 |
| Number of Spaces | | | | | | 134 |

Notes:

The 12th Street Garage achieves 16% of it revenue from permits, the balance is from transients arriving for court appearances, local workers, beachgoers, and nightclub patrons.

(1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(2). The elevator was out of service in May of 2003, hence no charge.

(3). May 2004 figure includes the maintenance fee and a charge of \$247.50 for 30 hours of additional cleaning.

City of Miami Beach
Parking Department
Daily Revenue Report
12th Street Garage - 2A

May 2004

| Date | Day | CMB | Armor | P.O | Employee | Court | Best | Hand. | Other | Daily Tickets | TOTAL Entries | Daily Ticket Revenue |
|------------------------|-----------|-----|-------|-----|----------|-------|------|-------|-------|---------------|---------------|----------------------|
| 1 | Saturday | 0 | 5 | 0 | 0 | 0 | 0 | 2 | 0 | 213 | 220 | \$1,573.83 |
| 2 | Sunday | 0 | 4 | 0 | 0 | 0 | 0 | 1 | 2 | 160 | 167 | 1,185.05 |
| 3 | Monday | 0 | 3 | 0 | 1 | 4 | 0 | 4 | 1 | 137 | 150 | 467.29 |
| 4 | Tuesday | 0 | 2 | 1 | 0 | 3 | 0 | 0 | 0 | 161 | 167 | 777.57 |
| 5 | Wednesday | 1 | 6 | 1 | 0 | 3 | 0 | 0 | 0 | 125 | 136 | 581.31 |
| 6 | Thursday | 4 | 2 | 1 | 0 | 3 | 0 | 1 | 0 | 139 | 150 | 594.39 |
| 7 | Friday | 2 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 203 | 209 | 1,314.02 |
| 8 | Saturday | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 2 | 207 | 213 | 1,549.53 |
| 9 | Sunday | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 3 | 94 | 99 | 719.63 |
| 10 | Monday | 0 | 2 | 2 | 0 | 3 | 0 | 0 | 0 | 127 | 134 | 603.74 |
| 11 | Tuesday | 1 | 2 | 6 | 0 | 3 | 0 | 3 | 6 | 159 | 180 | 633.64 |
| 12 | Wednesday | 2 | 3 | 0 | 0 | 1 | 0 | 1 | 21 | 137 | 165 | 551.40 |
| 13 | Thursday | 0 | 2 | 1 | 0 | 3 | 0 | 2 | 6 | 179 | 193 | 801.87 |
| 14 | Friday | 6 | 1 | 2 | 1 | 0 | 0 | 3 | 0 | 243 | 256 | 1,390.65 |
| 15 | Saturday | 0 | 2 | 1 | 0 | 0 | 0 | 3 | 1 | 243 | 250 | 1,800.00 |
| 16 | Sunday | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 133 | 135 | 990.65 |
| 17 | Monday | 0 | 1 | 1 | 0 | 7 | 0 | 3 | 1 | 133 | 146 | 564.49 |
| 18 | Tuesday | 1 | 1 | 0 | 0 | 1 | 0 | 2 | 10 | 184 | 199 | 824.30 |
| 19 | Wednesday | 1 | 2 | 0 | 0 | 1 | 0 | 0 | 20 | 145 | 169 | 609.35 |
| 20 | Thursday | 4 | 2 | 2 | 0 | 0 | 0 | 1 | 15 | 173 | 197 | 766.36 |
| 21 | Friday | 4 | 3 | 3 | 0 | 2 | 0 | 5 | 0 | 215 | 232 | 1,330.84 |
| 22 | Saturday | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 246 | 249 | 1,871.03 |
| 23 | Sunday | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 155 | 158 | 1,185.05 |
| 24 | Monday | 0 | 2 | 2 | 0 | 4 | 0 | 2 | 2 | 138 | 150 | 592.52 |
| 25 | Tuesday | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 6 | 113 | 122 | 510.28 |
| 26 | Wednesday | 0 | 5 | 0 | 0 | 1 | 0 | 2 | 24 | 130 | 162 | 454.21 |
| 27 | Thursday | 4 | 0 | 2 | 1 | 0 | 0 | 2 | 13 | 237 | 259 | 1,114.02 |
| 28 | Friday | 3 | 4 | 3 | 1 | 2 | 0 | 4 | 2 | 299 | 318 | 1,824.30 |
| 29 | Saturday | 1 | 2 | 3 | 1 | 0 | 0 | 7 | 0 | 256 | 270 | 1,829.91 |
| 30 | Sunday | 1 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 186 | 190 | 1,383.18 |
| 31 | Monday | 0 | 2 | 2 | 0 | 0 | 0 | 4 | 0 | 292 | 300 | 2,366.36 |
| TOTAL | | 35 | 68 | 35 | 5 | 42 | 0 | 58 | 140 | 5,562 | 5,945 | \$32,760.77 |
| MONTHLY PERMIT REVENUE | | | | | | | | | | | | \$4,860.00 |
| TOTAL NET REVENUE | | | | | | | | | | | | \$37,620.77 |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
May 2004**

| LOCATION | ACCOUNTING CODE | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) | Revenue/ Expense Per Space |
|---------------------------------------|--|-----------------|-----------------|-------------------------|---------------------------------------|----------------------------------|
| 13th Street Garage - 17A | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 480-8000-344566 | 49,388.78 | 54,078.51 | 4,689.73 | | |
| Revenue-Monthly Permits | 480-8000-344527 | <u>8,520.00</u> | <u>8,460.00</u> | <u>(60.00)</u> | | |
| | 13th Street - 17A REVENUE (Sales Tax Excluded) | 57,908.78 | 62,538.51 | 4,629.73 | 7.99% | \$218.67 |
| Expenses | | | | | | |
| Security Personnel | | 10,737.48 | 12,638.10 | 1,900.62 | | |
| Attendant/Cashier Labor | | 14,460.50 | 15,273.85 | 813.35 | | |
| Landscape Maintenance | | 216.67 | 216.67 | 0.00 | | |
| FP&L | | 1,404.98 | 1,404.98 | 0.00 | (1). | |
| Revenue Control Equipment Maintenance | | 239.00 | 750.00 | 511.00 | | |
| Elevator Maintenance | | 0.00 | 467.18 | 467.18 | (2). | |
| Armed Guard Revenue Pickup | | 517.18 | 420.00 | (97.18) | | |
| Garage Cleaning/Maintenance | | <u>1,450.00</u> | <u>1,318.00</u> | <u>(132.00)</u> | | |
| | 13th Street - 17A EXPENSES | 29,025.81 | 32,488.78 | 3,462.97 | 11.93% | \$113.60 |
| | 13th Street - 17A PROFIT/(LOSS) | 28,882.97 | 30,049.73 | 1,166.76 | 4.04% | \$105.07 |
| | | | | | | Number of Spaces |
| | | | | | | 286 |

Notes:

The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction, visitors to SOBE, beachgoers, and restaurant patrons.

(1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(2). The garage elevator was under warranty in May of 2003, hence no maintenance was paid. May 2004 charges include the maintenance fee and two additional service calls of \$174.09 & \$123.09.

City of Miami Beach
Parking Department
Daily Revenue Report
13th Street Garage - 17A

May 2004

| Date | Day | Residential Decals (Art Deco) | Monthly Permits | Handicap | City Vehicles | Standard Attendants | Armor Security | Best Maintenance | Daily Tickets | TOTAL Entries | Daily Ticket Revenue |
|------------------------|-----------|-------------------------------------|--------------------|----------|------------------|------------------------|-------------------|---------------------|------------------|------------------|----------------------------|
| 1 | Saturday | 13 | 54* | 1 | 0 | 7 | 5 | 0 | 585 | 665 | \$2,615.89 |
| 2 | Sunday | 17 | 37* | 5 | 0 | 7 | 3 | 0 | 492 | 561 | 2,391.59 |
| 3 | Monday | 16 | 75* | 1 | 0 | 8 | 4 | 0 | 255 | 359 | 980.37 |
| 4 | Tuesday | 18 | 80* | 2 | 0 | 6 | 3 | 0 | 301 | 410 | 1,005.61 |
| 5 | Wednesday | 19 | 80* | 2 | 0 | 6 | 3 | 0 | 334 | 444 | 984.11 |
| 6 | Thursday | 19 | 78 | 4 | 0 | 9 | 2 | 0 | 342 | 454 | 1,168.22 |
| 7 | Friday | 17 | 85 | 2 | 0 | 13 | 3 | 0 | 502 | 622 | 1,939.25 |
| 8 | Saturday | 16 | 44 | 1 | 0 | 7 | 4 | 0 | 531 | 603 | 2,814.02 |
| 9 | Sunday | 16 | 40 | 1 | 0 | 3 | 5 | 0 | 482 | 547 | 2,221.50 |
| 10 | Monday | 18 | 63 | 0 | 0 | 5 | 3 | 1 | 261 | 351 | 1,185.98 |
| 11 | Tuesday | 19 | 79 | 0 | 0 | 6 | 2 | 0 | 282 | 388 | 798.13 |
| 12 | Wednesday | 15 | 83 | 0 | 0 | 8 | 3 | 0 | 302 | 411 | 1,003.74 |
| 13 | Thursday | 13 | 82 | 1 | 0 | 8 | 2 | 0 | 375 | 481 | 1,116.82 |
| 14 | Friday | 16 | 79 | 2 | 0 | 7 | 3 | 0 | 498 | 605 | 2,089.72 |
| 15 | Saturday | 18 | 53 | 0 | 0 | 8 | 5 | 0 | 625 | 709 | 2,971.03 |
| 16 | Sunday | 15 | 43 | 1 | 0 | 8 | 5 | 0 | 517 | 589 | 2,336.45 |
| 17 | Monday | 24 | 90 | 0 | 0 | 6 | 3 | 1 | 315 | 439 | 1,277.57 |
| 18 | Tuesday | 21 | 91 | 1 | 0 | 6 | 2 | 0 | 373 | 494 | 1,204.67 |
| 19 | Wednesday | 17 | 83 | 1 | 0 | 8 | 2 | 0 | 371 | 482 | 1,281.31 |
| 20 | Thursday | 17 | 93 | 0 | 0 | 5 | 2 | 0 | 477 | 594 | 1,549.53 |
| 21 | Friday | 20 | 102 | 2 | 0 | 5 | 3 | 0 | 506 | 638 | 2,242.99 |
| 22 | Saturday | 16 | 56 | 4 | 0 | 10 | 5 | 0 | 576 | 667 | 2,894.39 |
| 23 | Sunday | 23 | 53 | 4 | 0 | 6 | 5 | 0 | 573 | 664 | 2,398.13 |
| 24 | Monday | 22 | 97 | 1 | 0 | 7 | 4 | 1 | 335 | 467 | 1,262.62 |
| 25 | Tuesday | 18 | 88 | 1 | 0 | 5 | 1 | 0 | 344 | 457 | 1,242.99 |
| 26 | Wednesday | 21 | 105 | 1 | 0 | 5 | 2 | 0 | 393 | 527 | 1,188.79 |
| 27 | Thursday | 22 | 94 | 1 | 0 | 4 | 2 | 0 | 468 | 591 | 1,609.35 |
| 28 | Friday | 26 | 84 | 1 | 0 | 9 | 4 | 0 | 526 | 650 | 1,824.30 |
| 29 | Saturday | 12 | 37 | 1 | 0 | 3 | 4 | 1 | 369 | 427 | 1,660.75 |
| 30 | Sunday | 5 | 24 | 1 | 0 | 1 | 3 | 1 | 334 | 369 | 2,072.90 |
| 31 | Monday | 20 | 41 | 5 | 0 | 3 | 3 | 1 | 483 | 556 | 2,745.79 |
| | TOTAL | 549 | 2,193 | 47 | 0 | 199 | 100 | 6 | 13,127 | 16,221 | \$54,078.51 |
| MONTHLY PERMIT REVENUE | | | | | | | | | | | \$8,460.00 |
| TOTAL NET REVENUE | | | | | | | | | | | \$62,538.51 |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
May 2004**

| LOCATION | ACCOUNTING CODE | May 2003 Actual | May 2004 Actual | 2004 Actual Over (Under) 2003 Actual | Actual Percent Over (Under) | Revenue / Expense Per Space |
|---------------------------------------|---|-----------------------|-----------------------|--|-----------------------------------|-----------------------------------|
| 16th Street - Anchor Garage | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 463-8000-344911 | | 99,099.99 | 99,099.99 | | |
| Revenue -Valet-Loew's | 463-8000-344587 | | 19,428.50 | 19,428.50 | | |
| Revenue-Valet-Royal Palm | 463-8000-344587 | | 865.00 | 865.00 | | |
| Revenue-Monthly Permits | 463-8000-344903 | | 28,200.00 | 28,200.00 | | |
| | 16th St. - Anchor Garage REVENUE (Sales Tax Excluded) | 0.00 | 147,593.49 | 147,593.49 | #DIV/0! | \$183.80 |
| Expenses | | | | | | |
| Security Personnel | | | 17,009.29 | 17,009.29 | | |
| Attendant/Cashier Labor | | | 16,430.45 | 16,430.45 | | |
| FP&L | | | 3,800.00 | 3,800.00 | (1). | |
| Revenue Control Equipment Maintenance | | | 775.00 | 775.00 | | |
| Armed Guard Revenue Pickup | | | 420.00 | 420.00 | | |
| Elevator Maintenance | | | 1,097.97 | 1,097.97 | | |
| Landscape Maintenance | | | 152.00 | 152.00 | | |
| Garage Cleaning/Maintenance | | | 4,869.00 | 4,869.00 | | |
| Sanitation (Waste Removal) | | | 179.01 | 179.01 | | |
| Fire Alarm Service | | | 250.00 | 250.00 | | |
| | 16th St. - Anchor Garage EXPENSES | 0.00 | 44,982.72 | 44,982.72 | #DIV/0! | \$56.02 |
| | 16th St. Garage PROFIT/(LOSS) | 0.00 | 102,610.77 | 102,610.77 | #DIV/0! | \$127.78 |
| Number of Spaces | | | | | | 803 |

Notes:

Garage contract awarded effective June 9, 2003.

(1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage

May 2004

| Date | Day | Total Vehicle Entries | Peak Period | Peak Vehicle Count | Daily Ticket Revenue |
|-------------------------------|--------------|-----------------------------|---------------|--------------------------|----------------------------|
| 1 | Saturday | 989 | 23:00 - 23:59 | 132 | \$5,744.86 |
| 2 | Sunday | 778 | 00:00 - 00:59 | 130 | 3,408.41 |
| 3 | Monday | 493 | 08:00 - 08:59 | 71 | 1,279.44 |
| 4 | Tuesday | 534 | 18:00 - 18:59 | 89 | 1,366.36 |
| 5 | Wednesday | 534 | 18:00 - 18:59 | 98 | 1,390.65 |
| 6 | Thursday | 597 | 17:00 - 17:59 | 87 | 1,940.19 |
| 7 | Friday | 842 | 23:00 - 23:59 | 104 | 3,947.66 |
| 8 | Saturday | 1,000 | 14:00 - 14:59 | 128 | 5,414.95 |
| 9 | Sunday | 678 | 00:00 - 00:59 | 117 | 3,373.83 |
| 10 | Monday | 451 | 14:00 - 14:59 | 73 | 1,409.35 |
| 11 | Tuesday | 440 | 17:00 - 17:59 | 68 | 938.32 |
| 12 | Wednesday | 533 | 15:00 - 15:59 | 91 | 1,268.22 |
| 13 | Thursday | 647 | 19:00 - 19:59 | 91 | 1,965.42 |
| 14 | Friday | 907 | 23:00 - 23:59 | 124 | 4,211.21 |
| 15 | Saturday | 1,103 | 22:00 - 22:59 | 147 | 6,493.46 |
| 16 | Sunday | 795 | 00:00 - 00:59 | 144 | 4,116.82 |
| 17 | Monday | 499 | 15:00 - 15:59 | 75 | 1,742.99 |
| 18 | Tuesday | 579 | 13:00 - 13:59 | 106 | 1,706.54 |
| 19 | Wednesday | 531 | 18:00 - 18:59 | 99 | 1,471.96 |
| 20 | Thursday | 587 | 14:00 - 14:59 | 89 | 1,758.88 |
| 21 | Friday | 878 | 23:00 - 23:59 | 114 | 3,884.11 |
| 22 | Saturday | 1,111 | 14:00 - 14:59 | 153 | 6,529.91 |
| 23 | Sunday | 813 | 00:00 - 00:59 | 138 | 4,065.42 |
| 24 | Monday | 487 | 19:00 - 19:59 | 74 | 1,322.43 |
| 25 | Tuesday | 456 | 15:00 - 15:59 | 76 | 1,093.46 |
| 26 | Wednesday | 528 | 15:00 - 15:59 | 78 | 1,301.87 |
| 27 | Thursday | 763 | 12:00 - 12:59 | 354 | 2,855.14 |
| 28 | Friday | 880 | 19:00 - 19:59 | 106 | 4,042.06 |
| 29 | Saturday | 1,252 | 18:00 - 18:59 | 183 | 6,745.79 |
| 30 | Sunday | 1,134 | 14:00 - 14:59 | 161 | 7,048.60 |
| 31 | Monday | 771 | 15:00 - 15:59 | 126 | 5,261.68 |
| | TOTAL | 22,590 | | | \$99,099.99 |
| MONTHLY PERMIT REVENUE | | | | | \$28,200.00 |
| VALET REVENUE | | | | | \$20,293.50 |
| TOTAL NET REVENUE | | | | | \$147,593.49 |

Note: Garage contract awarded effective June 9, 2003.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A
May 2004

| LOCATION | ACCOUNTING CODE | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) | Revenue/ Expense Per Space |
|---------------------------------------|---|------------------|------------------|-------------------------|---------------------------------------|----------------------------------|
| 42nd St. Garage - 8A | | | | | | |
| Revenue | | | | | | |
| Revenue-Ticket | 480-8000-344531 | 3,376.65 | 4,165.41 | 788.76 | | |
| Revenue-Monthly Permits | 480-8000-344595 | <u>34,200.00</u> | <u>34,440.00</u> | <u>240.00</u> | | |
| | 42nd Street Garage- 8A REVENUE (Sales Tax Excluded) | 37,576.65 | 38,605.41 | 1,028.76 | 2.74% | \$62.27 |
| Expenses | | | | | | |
| Security Personnel | | 8,988.60 | 10,306.80 | 1,318.20 | | |
| Attendant/Cashier Labor | | 2,989.97 | 3,537.33 | 547.36 | | |
| FP&L | | 1,805.96 | 1,805.96 | 0.00 | (1). | |
| Revenue Control Equipment Maintenance | | -217.50 | 0.00 | 217.50 | (2). | |
| Elevator Maintenance | | 536.00 | 1,190.80 | 654.80 | (3). | |
| Landscape Maintenance | | 0.00 | 0.00 | 0.00 | | |
| Garage Cleaning/Maintenance | | <u>1,285.00</u> | <u>1,780.00</u> | <u>495.00</u> | (4). | |
| | 42nd St. Garage - 8A EXPENSES | 15,388.03 | 18,620.89 | 3,232.86 | 21.01% | \$30.03 |
| | 42nd St. Garage PROFIT/(LOSS) | 22,188.62 | 19,984.52 | (2,204.10) | -9.93% | \$32.23 |
| Number of Spaces | | | | | | 620 |

Notes:

The primary users of this facility are monthly parkers engaged in local business.

- (1). May 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.
(2). May 2003 figure of -\$217.50 reflects a credit which was covered by service contract.
(3). May 2004 figure of \$1190.80 reflects the maintenance fee and two additional service calls of \$350 and \$410.80.
(4). May 2004 figure of \$1780 reflects the maintenance fee and a charge of \$495 for 60 additional hours of cleaning.

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
May 2004**

| LOCATION | ACCOUNTING CODE | 2004 May # of Meters | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) |
|---|-----------------|----------------------------|-------------|-------------|-------------------------|---------------------------------------|
| 1X - (Washington - 4th & Lincoln) - On Street | 480-8000-344501 | 291 | 43,766.43 | 47,214.61 | 3448.18 | 7.88% |
| 1A - (1st Street & Ocean Dr.) - Off Street | 480-8000-344502 | 57 | 9,408.97 | 9,297.11 | | |
| 1A - (1st Street & Ocean Dr.) - Attended | 480-8000-344502 | 0 | 0.00 | 3,084.11 | | |
| Total | | 57 | 9,408.97 | 12,381.22 | 2972.25 | 31.59% |
| 2X - (Washington - 5th & Lincoln) - On Street | 480-8000-344503 | 370 | 46,168.38 | 42,995.76 | (3172.62) | -6.87% |
| 2B - (6/7 & Meridian) - Off Street | 480-8000-344505 | 22 | 209.05 | 192.35 | (16.70) | -7.99% |
| 3X - (Collins & Euclid Ave.) On Street | 480-8000-344507 | 68 | 6,120.11 | 7,838.57 | 1718.46 | 28.08% |
| 4X - (Alton 7th St.- Dade Blvd.) - On Street | 480-8000-344509 | 491 | 70,314.89 | 67,477.16 | (2837.73) | -4.04% |
| 4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street | 480-8000-344511 | 213 | 11,691.35 | 12,214.37 | 523.02 | 4.47% |
| 4C - (West Ave & 17th St.) - Off Street | 480-8000-344512 | 66 | 5,284.93 | 8,115.25 | 2830.32 | 53.55% |
| 4D - (West Ave & Lincoln Rd.) - Off Street | 480-8000-344513 | 30 | 3,548.50 | 3,112.83 | (435.67) | -12.28% |
| 5C - (Convention Ctr. Dr. & 17th Street) - Off Street | 480-8000-344517 | 85 | 2,252.77 | 1,795.32 | | |
| 5C - (Convention Ctr. Dr. & 17th Street) - Attended | 480-8000-344517 | 0 | 0.00 | 995.33 | | |
| Total | | 85 | 2,252.77 | 2,790.65 | 537.88 | 23.88% |
| 5F - (Meridian Ave & 18th Street) - Off Street | 480-8000-344519 | 97 | 317.01 | 440.19 | | |
| 5F - (Meridian Ave & 18th Street) - Attended | 480-8000-344519 | 0 | 0.00 | 0.00 | | |
| Total | | 97 | 317.01 | 440.19 | 123.18 | 38.86% |
| 5H - (19th Street & Meridian Ave) - Off Street | 480-8000-344521 | 27 | 555.27 | 625.28 | 70.01 | 12.61% |
| 5M - (17th & Meridian Ave) - Off Street | 480-8000-344506 | 27 | 2,548.00 | 2,328.82 | (219.18) | -8.60% |
| 6X - (Collins - 20th to 24th St) - On Street | 480-8000-344522 | 236 | 26,473.71 | 22,301.55 | (4172.16) | -15.76% |
| 6A - (22nd Street & Park)- Off Street | 480-8000-344523 | 14 | 273.09 | 415.43 | 142.34 | 52.12% |
| 6B - (Collins Ave & 21st Street) - Off Street | 480-8000-344524 | 190 | 17,451.79 | 17,081.78 | | |
| 6B - (Collins Ave & 21st Street) - Attended | 480-8000-344524 | 0 | 0.00 | 0.00 | | |
| Total | | 190 | 17,451.79 | 17,081.78 | (370.01) | -2.12% |
| 7X - (Ocean - Biscayne - 15th St) - On Street | 480-8000-344525 | 442 | 66,002.06 | 62,264.02 | (3738.04) | -5.66% |
| 7A - (Collins Ave, 4th to 15th St) - On Street | 480-8000-344526 | 591 | 125,494.07 | 118,987.43 | (6506.64) | -5.18% |
| 7C - (Collins Ave & 6th St) - Off Street | 480-8000-344528 | 14 | 677.64 | 394.08 | | |
| 7C - (Collins Ave & 6th St) - Attended | 480-8000-344528 | 0 | 657.95 | 343.93 | | |
| Total | | 14 | 1,335.59 | 738.01 | (597.58) | -44.74% |
| 8X - (Pinetree-Alton - 40th to 42nd St) - On Street | 480-8000-344530 | 386 | 12,077.95 | 21,546.02 | 9468.07 | 78.39% |
| 8A - (42nd Street Garage) - Off Street Meters | 480-8000-344531 | 11 | 176.27 | 292.53 | 116.26 | 65.96% |
| 8B - (42nd Street & Royal Palm) - Off Street | 480-8000-344532 | 173 | 2,252.17 | 2,707.15 | | |
| 8B - (42nd Street & Royal Palm) - Attended | 480-8000-344532 | 0 | 960.00 | 0.00 | | |
| Total | | 173 | 3,212.17 | 2,707.15 | (505.02) | -15.72% |
| 8C - (40/41 Street & Chase) - Off Street | 480-8000-344533 | 88 | 1,005.57 | 953.85 | (51.72) | -5.14% |
| 8D - (47th Street & Pinetree) - Off Street | 480-8000-344534 | 16 | 64.25 | 44.64 | (19.61) | -30.52% |
| 8E - (41st Street & Alton) - Off Street | 480-8000-344535 | 40 | 1,274.54 | 1,347.51 | 72.97 | 5.73% |
| 8F - (41st Street & Jefferson) - Off Street | 480-8000-344536 | 30 | 377.30 | 411.18 | 33.88 | 8.98% |
| 9X - (Collins - 64th to 79th St) - On Street | 480-8000-344537 | 527 | 26,717.20 | 29,429.90 | 2712.70 | 10.15% |
| 9A - (Harding & 71st St) - Off Street | 480-8000-344538 | 48 | 240.25 | 584.92 | 344.67 | 143.46% |
| 9B - (72nd St. & Collins) - Off Street - Attended | 480-8000-344539 | 0 | 0.00 | 12,315.90 | 12315.90 | #DIV/0! |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
May 2004

| LOCATION | ACCOUNTING CODE | 2004 May # of Meters | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) |
|---|-----------------|----------------------------|-------------|-------------|-------------------------|---------------------------------------|
| 9C (Carlyle & 71st St) - Off Street | 480-8000-344540 | 14 | 70.20 | 84.91 | 14.71 | 20.95% |
| 9D - (Collins & 76th St) - Off Street | 480-8000-344541 | 33 | 1,023.92 | 745.74 | (278.18) | -27.17% |
| 9E - (71st St. & Harding) - Off Street | 480-8000-344542 | 31 | 113.71 | 127.22 | 13.51 | 11.88% |
| 9F - (75th & Collins) - Off Street | 480-8000-344543 | 106 | 3,655.87 | 3,840.30 | 184.43 | 5.04% |
| 10A - (Lincoln Lane & Lenox) - Off Street | 480-8000-344544 | 70 | 10,946.89 | 12,055.68 | 1108.79 | 10.13% |
| 10B - (Lincoln Lane & Michigan) - Lease | 480-8000-344545 | 0 | 14,583.33 | 14,583.33 | | |
| 10B - (Lincoln Lane & Michigan) - Attended | 480-8000-344545 | 0 | 0.00 | 0.00 | | |
| Total | | 0 | 14,583.33 | 14,583.33 | 0.00 | 0.00% |
| 10C - (Lincoln Lane & Meridian) - Off Street | 480-8000-344546 | 141 | 26,941.57 | 31,162.44 | 4220.87 | 15.67% |
| 10D - (Lincoln Lane & Jefferson - W) - Off Street | 480-8000-344547 | 62 | 10,227.95 | 11,091.35 | 863.40 | 8.44% |
| 10E - (Lincoln Lane & Jefferson - E) - Off Street | 480-8000-344548 | 19 | 3,361.83 | 3,922.38 | 560.55 | 16.67% |
| 10F - (Lincoln Lane & Euclid) - Off Street | 480-8000-344549 | 36 | 6,620.22 | 6,191.70 | (428.52) | -6.47% |
| 10G - (Lincoln Lane & Michigan) - Off Street | 480-8000-344550 | 21 | 2,570.08 | 3,288.24 | 718.16 | 27.94% |
| 11X - (Collins & 11th Street) - Off Street | 480-8000-344551 | 0 | 0.00 | 0.00 | | |
| 11X - (Collins & 11th Street) - Attended | 480-8000-344551 | 0 | 0.00 | 0.00 | | |
| Total | | 0 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 12X - (Washington & 9th Street) - Off Street | 480-8000-344552 | 23 | 3,790.01 | 2,414.79 | | |
| 12X - (Washington & 9th Street) - Attended | 480-8000-344552 | 0 | 0.00 | 0.00 | | |
| Total | | 23 | 3,790.01 | 2,414.79 | (1375.22) | -36.29% |
| 13X - (Washington & 10th Street) - Off Street | 480-8000-344553 | 33 | 5,783.23 | 4,665.72 | | |
| 13X - (Washington & 10th Street) - Attended | 480-8000-344553 | 0 | 0.00 | 0.00 | | |
| Total | | 33 | 5,783.23 | 4,665.72 | (1117.51) | -19.32% |
| 15X - (16th to 18th East of Collins) - On Street | 480-8000-344556 | 43 | 7,438.38 | 10,789.15 | 3350.77 | 45.05% |
| 15A - (Washington, 17th to 20th) - On Street | 480-8000-344557 | 91 | 11,367.97 | 11,542.44 | 174.47 | 1.53% |
| 15B - (Convention Center Drive) - On Street | 480-8000-344558 | 46 | 1,806.49 | 2,856.30 | 1049.81 | 58.11% |
| 16X - (25th to 32nd, E of Collins) - On Street | 480-8000-344559 | 78 | 6,001.72 | 4,873.27 | (1128.45) | -18.80% |
| 16A - (35th to 43rd, E of Collins) - On Street | 480-8000-344560 | 117 | 8,275.88 | 8,903.07 | 627.19 | 7.58% |
| 16B - (Indian Crk Dr, 27th to 32nd) - On Street | 480-8000-344561 | 219 | 4,667.25 | 4,651.58 | (15.67) | -0.34% |
| 16C - (Indian Crk - 33rd to 43rd) - On Street | 480-8000-344562 | 230 | 9,482.14 | 9,099.48 | (382.66) | -4.04% |
| 16D - (Collins Ave & 34th St) - Off Street | 480-8000-344563 | 64 | 1,582.21 | 1,416.76 | | |
| 16D - (Collins Ave & 34th St) - Attended | 480-8000-344563 | 0 | 0.00 | 0.00 | | |
| Total | | 64 | 1,582.21 | 1,416.76 | (165.45) | -10.46% |
| 16E - (Collins Ave & 35th St) - Off Street | 480-8000-344564 | 72 | 3,328.39 | 2,089.92 | | |
| 16E - (Collins Ave & 35th St) - Attended | 480-8000-344564 | 0 | 0.00 | 0.00 | | |
| Total | | 72 | 3,328.39 | 2,089.92 | (1238.47) | -37.21% |
| 17X - (Collins & 13th Street) - Off Street | 480-8000-344565 | 54 | 6,110.90 | 4,789.36 | | |
| 17X - (Collins & 13th Street) - Attended | 480-8000-344565 | 0 | 10,968.22 | 11,925.23 | | |
| Total | | 54 | 17,079.12 | 16,714.59 | (364.53) | -2.13% |
| 18X - (Indian Crk & 65th St) - Off Street | 480-8000-344567 | 53 | 162.07 | 102.36 | (59.71) | -36.84% |
| 18A - (Collins & 64th St) - Off Street | 480-8000-344568 | 67 | 4,874.94 | 3,756.94 | | |
| 18A - (Collins & 64th St) - Attended | 480-8000-344568 | 0 | 0.00 | 0.00 | | |
| Total | | 67 | 4,874.94 | 3,756.94 | (1118.00) | -22.93% |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
May 2004**

| LOCATION | ACCOUNTING CODE | 2004 May # of Meters | 2003 May | 2004 May | Increase/ (Decrease) | Percent of Increase/ (Decrease) |
|---|-----------------|----------------------------|---------------------|---------------------|-------------------------|---------------------------------------|
| 19X - (Collins & 46th Street) - Off Street | 480-8000-344569 | 449 | 19,831.71 | 6,844.47 | | |
| 19X - (Collins & 46th Street) - Attended | 480-8000-344569 | 0 | 10,784.30 | 20,299.06 | | |
| Total | | 449 | 30,616.01 | 27,143.53 | (3472.48) | -11.34% |
| 19A - (Collins & 46th Street) - On Street | 480-8000-344570 | 19 | 2,053.16 | 969.96 | (1083.20) | -52.76% |
| 19B - (Collins & 53rd Street) - Off Street | 480-8000-344571 | 158 | 4,660.55 | 3,933.44 | | |
| 19B - (Collins & 53rd Street) - Attended | 480-8000-344571 | 0 | 3,598.13 | 8,135.51 | | |
| Total | | 158 | 8,258.68 | 12,068.95 | 3810.27 | 46.14% |
| 20X - (Collins Ave & 27th St) - Off Street | 480-8000-344572 | 121 | 3,210.01 | 6,774.43 | | |
| 20X - (Collins Ave & 27th St) - Attended | 480-8000-344572 | 0 | 0.00 | 0.00 | | |
| Total | Total | 121 | 3,210.01 | 6,774.43 | 3564.42 | 111.04% |
| 22X - (Carlyle & 72nd St) - Off Street | 480-8000-344574 | 45 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 23X - (83rd & Abbott) - Off Street | 480-8000-344575 | 25 | 17.32 | 63.42 | 46.10 | 266.17% |
| 24X - (Normandy Isle & Bay Dr) - On Street | 480-8000-344576 | 102 | 3,705.18 | 4,165.81 | 460.63 | 12.43% |
| 24A - (Normandy Isle & Bay Dr) - Off Street | 480-8000-344577 | 26 | 547.93 | 448.61 | (99.32) | -18.13% |
| 24B - (Normandy Isle & Vendome) - Off Street | 480-8000-344578 | 22 | 387.40 | 588.69 | 201.29 | 51.96% |
| 24C - (Normandy Isle & Bay Rd S/S) - Off Street | 480-8000-344579 | 33 | 563.55 | 463.89 | (99.66) | -17.68% |
| 25X - (Bonita Drive & 71st St) - Off Street | 480-8000-344580 | 15 | 287.84 | 377.95 | 90.11 | 31.31% |
| 26X - (Collins, 79th to 87th Terr) - On Street | 480-8000-344581 | 283 | 3,118.57 | 1,941.86 | (1176.71) | -37.73% |
| 10X - (Lincoln Lane & Lenox - Off Street) | 480-8000-344582 | 99 | 16,152.50 | 18,172.98 | | |
| 10X - (Lincoln Lane & Lenox - Attended | 480-8000-344582 | 0 | 0.00 | 0.00 | | |
| Total | | 99 | 16,152.50 | 18,172.98 | 2020.48 | 12.51% |
| 26A - (Collins & 80th Street) - Off Street | 480-8000-344584 | 62 | 907.57 | 813.74 | (93.83) | -10.34% |
| 26B - (Collins & 84th Street) - Off Street | 480-8000-344585 | 62 | 607.79 | 656.45 | 48.66 | 8.01% |
| 4E (Purdy & 18th Street) - Off Street | 480-8000-344586 | 39 | 4,327.81 | 3,544.24 | | |
| 4E (Purdy & 18th Street) - Attended | 480-8000-344586 | 0 | 3,510.31 | 3,311.22 | | |
| Total | | 39 | 7,838.12 | 6,855.46 | (982.66) | -12.54% |
| 8G - (40th Street & Royal Palm) - Off Street | 480-8000-344592 | 43 | 1,695.28 | 2,004.86 | 309.58 | 18.26% |
| 8H - (40th Street & Prairie) - Off Street | 480-8000-344594 | 71 | 2,055.32 | 2,214.13 | 158.81 | 7.73% |
| 26C - (Collins & 79th Street) - Off Street | 480-8000-344600 | 34 | 211.22 | 240.30 | 29.08 | 13.77% |
| 26D - (Collins & 83rd Street) - Off Street | 480-8000-344601 | 95 | 220.69 | 621.75 | 401.06 | 181.73% |
| SLSP00 - (South Point Lot) - Off Street | 480-8000-344602 | 108 | 5,936.88 | 5,125.24 | | |
| SLSP00 - (Southpoint Lot) - Attended | 480-8000-344602 | 0 | 9,864.03 | 11,434.58 | | |
| Total | | 108 | 15,800.91 | 16,559.82 | 758.91 | 4.80% |
| 4th & Alton Lot - Off Street | 480-8000-344604 | 21 | 917.61 | 0.00 | (917.61) | -100.00% |
| 4A - 1833 Bay Road - Off Street | 480-8000-344608 | 0 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 7D - 10-11th & Collins (Lease) | 480-8000-344529 | 0 | 3,500.00 | 3,500.00 | 0.00 | 0.00% |
| 10H - (Lincoln Rd. So. & Lenox) - Off Street | 480-8000-344611 | 0 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 14A - 16th Street & Washington (Lease) | 480-8000-344555 | 0 | 14,583.33 | 14,583.33 | 0.00 | 0.00% |
| TOTAL | | 8,305 | \$767,372.83 | \$791,348.46 | \$23,975.63 | 3.12% |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: MAY 2004**

| VENDOR | \$10 | \$25 | \$25 CARDS W/10% DISCOUNT \$22.50 | MACHINE SALES \$ AMT | REFUNDS | COLLECTOR CARDS \$20 | COLL. CARDS W/10% DISCOUNT \$18 | TOTALS |
|-------------------------|---------------|-------------------|---|----------------------------|---------------|----------------------------|---------------------------------------|--------------------|
| BAY SUPERMARKET | 0 | 0 | 0 | | | 0 | 0 | \$0.00 |
| BRIGHAM GARDENS | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| D'VINE CYBER LOUNGE | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| COMPASS MARKET | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| CHAMBER OF COMMERCE | 0 | 0 | 20 | | | 0 | 0 | 450.00 |
| CLEAN MACHINE | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| FINANCE DEPARTMENT | 0 | 76 | 93 | | | 0 | 0 | 3,992.50 |
| KOSHER WORLD | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| LEE ANN DRUGS | 0 | 0 | 50 | | | 0 | 0 | 1,125.00 |
| NEWS CAFE | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| PARKING DEPARTMENT | 0 | 185 | 151 | | \$0.00 | 0 | 0 | 8,022.50 |
| PARKING DEPT. (GARAGES) | 0 | 2 | 0 | | | 0 | 0 | 50.00 |
| PUBLIX SUPERMARKET | 0 | 0 | 2640 | | | 0 | 0 | 59,400.00 |
| SUNSET CAFÉ | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| BEACH BANK | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| PRKG MACHINE - CASH | 0 | 0 | 0 | \$2,525 | | 0 | 0 | 2,525.00 |
| PRKG MACHINE - CREDIT | 0 | 0 | 0 | \$2,370 | | 0 | 0 | 2,370.00 |
| ZELICK'S TOBACCO | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| WOLFSONIAN | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| SHEMTOV'S | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| TOTAL # OF CARDS | 0 | 263 | 2,954 | | | 0 | 0 | 3,217 |
| TOTAL \$ AMOUNT | \$0.00 | \$6,575.00 | \$66,465.00 | \$4,895.00 | \$0.00 | \$0.00 | \$0.00 | \$77,935.00 |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE - YTD: OCTOBER 2003 - MAY 2004**

| VENDOR | \$10 | \$25 | \$25 CARDS W/10% DISCOUNT \$22.50 | MACHINE SALES \$ AMT | REFUNDS | COLLECTOR CARDS \$20 | COLL. CARDS W/10% DISCOUNT \$18 | TOTALS |
|-------------------------|---------------|--------------------|---|----------------------------|---------------|----------------------------|---------------------------------------|---------------------|
| BAY SUPERMARKET | 0 | 0 | 40 | | | 0 | 0 | \$900.00 |
| BRIGHAM GARDENS | 0 | 0 | 0 | | | 0 | 0 | \$0.00 |
| D'VINE CYBER LOUNGE | 0 | 0 | 10 | | | 0 | 0 | \$225.00 |
| COMPASS MARKET | 0 | 0 | 0 | | | 0 | 0 | \$0.00 |
| CHAMBER OF COMMERCE | 0 | 0 | 80 | | | 0 | 0 | 1,800.00 |
| CLEAN MACHINE | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| FINANCE DEPARTMENT | 0 | 556 | 561 | | | 0 | 0 | 26,522.50 |
| KOSHER WORLD | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| LEE ANN DRUGS | 0 | 0 | 305 | | | 0 | 0 | 6,862.50 |
| NEWS CAFE | 0 | 0 | 80 | | | 0 | 0 | 1,800.00 |
| PARKING DEPARTMENT | 0 | 2063 | 967 | | \$0.00 | 0 | 0 | 73,332.50 |
| PARKING DEPT. (GARAGES) | 0 | 44 | 0 | | | 0 | 0 | 1,100.00 |
| PUBLIX SUPERMARKET | 0 | 0 | 19,641 | | | 0 | 0 | 441,922.50 |
| SUNSET CAFÉ | 0 | 0 | 6 | | | 0 | 0 | 135.00 |
| BEACH BANK | 0 | 0 | 50 | | | 0 | 0 | 1,125.00 |
| PRKG MACHINE - CASH | 0 | 0 | 0 | \$19,660 | | 0 | 0 | 19,660.00 |
| PRKG MACHINE - CREDIT | 0 | 0 | 0 | \$17,705 | | 0 | 0 | 17,705.00 |
| ZELICK'S TOBACCO | 0 | 0 | 87 | | | 0 | 0 | 1,957.50 |
| WOLFSONIAN | 0 | 0 | 50 | | | 0 | 0 | 1,125.00 |
| SHEMTOV'S | 0 | 0 | 0 | | | 0 | 0 | 0.00 |
| TOTAL # OF CARDS | 0 | 2,663 | 21,877 | | | 0 | 0 | 24,540 |
| TOTAL \$ AMOUNT | \$0.00 | \$66,575.00 | \$492,232.50 | \$37,365.00 | \$0.00 | \$0.00 | \$0.00 | \$596,172.50 |

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
MULTI -SPACE PARKING METER REVENUE COMPARISON**

| LOCATION | Number of Spaces | 2002 May | 2003 May | Increase/ (Decrease) | 2004 May | Increase/ (Decrease) |
|-----------------|-----------------------------|---------------------|---------------------|---------------------------------|---------------------|---------------------------------|
| Ocean Drive | 47 | \$6.59 | \$11.20 | 69.95% | \$10.64 | -5.00% |
| 777 17th Street | 27 | \$0.00 | \$3.03 | #DIV/0! | \$2.78 | -8.25% |

YEAR TO DATE REVENUE COMPARISON

| LOCATION | Number of Spaces | Fiscal 2001/2002 | Fiscal 2002/2003 | Increase/ (Decrease) | Fiscal 2003/2004 | Increase/ (Decrease) |
|-----------------|-----------------------------|-----------------------------|-----------------------------|---------------------------------|-----------------------------|---------------------------------|
| Ocean Drive | 47 | \$5.77 | \$9.28 | 60.83% | \$10.83 | 16.70% |
| 777 17th Street | 27 | \$0.00 | \$2.84 | #DIV/0! | \$3.16 | 11.27% |

Method of Payment Distribution Year to Date for All Collections

| | |
|--------------------|----------------|
| Currency | 67.36% |
| Coin | 21.85% |
| Credit Card | 10.79% |
| Total | 100.00% |

Multispace meters were installed in January 2003. Fiscal year 2002 data has been included to show the effect on revenue of the multi-space meters versus the single-space meters.

The 777 17th Street Lot did not contain meters in May 2002.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 17th Street Garage - 2G | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344583 | 126,299.54 | 162,005.37 | 140,671.96 | 158,906.54 | 210,057.03 | 154,691.53 | 127,139.34 | 153,750.35 | 0.00 | 0.00 | 0.00 | 0.00 | 1,233,521.66 |
| Revenue - Space Rental | 480-8000-344583 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50,400.00 |
| Revenue-Monthly Permits | 480-8000-344514 | 53,760.00 | 56,760.00 | 54,960.00 | 54,000.00 | 53,760.00 | 57,360.00 | 57,760.00 | 57,660.00 | 0.00 | 0.00 | 0.00 | 0.00 | 446,040.00 |
| 17th St. - 2G REVENUE (Sales Tax Excluded) | | 186,359.54 | 225,065.37 | 201,931.96 | 219,206.54 | 270,117.03 | 218,351.53 | 191,219.34 | 217,710.35 | 0.00 | 0.00 | 0.00 | 0.00 | 1,729,961.66 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 15,896.40 | 16,574.30 | 16,802.34 | 15,494.05 | 17,601.32 | 16,653.45 | 15,804.17 | 19,951.32 | 0.00 | 0.00 | 0.00 | 0.00 | 134,777.35 |
| Attendant/Cashier Labor | | 41,511.91 | 48,342.11 | 40,772.36 | 36,234.53 | 52,732.42 | 40,835.62 | 45,314.47 | 46,946.34 | 0.00 | 0.00 | 0.00 | 0.00 | 352,689.76 |
| FP&L | | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 0.00 | 0.00 | 0.00 | 0.00 | 51,787.12 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 0.00 | 0.00 | 0.00 | 0.00 | 13,333.36 |
| Armed Guard Revenue Pickup | | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,360.00 |
| Elevator Maintenance | | 738.00 | 613.00 | 613.00 | 800.50 | 613.00 | 613.00 | 425.00 | 425.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,840.50 |
| Landscape and Lot Maintenance | | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 312.33 | 0.00 | 0.00 | 0.00 | 0.00 | 1,070.64 |
| Garage Cleaning/Maintenance | | 5,331.08 | 5,331.08 | 5,331.08 | 5,331.08 | 5,331.08 | 5,331.08 | 5,331.08 | 5,421.08 | 0.00 | 0.00 | 0.00 | 0.00 | 42,738.64 |
| 17th St. - 2G EXPENSES | | 72,145.78 | 79,528.68 | 72,187.17 | 66,528.55 | 84,946.21 | 72,101.54 | 75,543.11 | 81,616.13 | 0.00 | 0.00 | 0.00 | 0.00 | 604,597.37 |
| 17th St. PROFIT/(LOSS) | | 114,213.76 | 145,536.49 | 129,744.79 | 152,677.99 | 185,170.82 | 146,249.99 | 115,676.23 | 136,094.22 | 0.00 | 0.00 | 0.00 | 0.00 | 1,125,364.29 |

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 17th St. Garage - 2G | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344583 | 105,641.20 | 159,677.65 | 136,339.53 | 153,112.01 | 199,421.53 | 147,306.63 | 99,839.26 | 135,459.72 | 92,178.14 | 102,296.41 | 106,516.89 | 91,325.39 | 1,529,314.36 |
| Revenue - Space Rental | 480-8000-344583 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 75,600.00 |
| Revenue-Monthly Permits | 480-8000-344514 | 60,000.00 | 61,560.00 | 59,820.00 | 56,760.00 | 57,960.00 | 58,740.00 | 58,680.00 | 53,460.00 | 54,300.00 | 55,920.00 | 53,160.00 | 53,220.00 | 683,580.00 |
| 17th St. - 2G REVENUE (Sales Tax Excluded) | | 171,941.20 | 227,737.65 | 202,459.53 | 216,172.01 | 263,681.53 | 212,346.63 | 164,819.26 | 195,219.72 | 152,778.14 | 164,516.41 | 165,976.89 | 150,845.39 | 2,288,494.36 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 16,561.95 | 16,616.47 | 16,549.18 | 20,680.62 | 17,432.22 | 16,471.66 | 20,612.78 | 16,448.34 | 20,600.10 | 16,480.25 | 20,599.69 | 16,233.62 | 215,286.88 |
| Attendant/Cashier Labor | | 33,192.78 | 36,137.49 | 36,137.49 | 39,265.13 | 48,329.64 | 37,381.35 | 32,521.25 | 34,321.57 | 59,870.88 | 35,809.78 | 34,812.81 | 42,009.65 | 489,938.65 |
| FP&L | | 5,352.35 | 5,507.51 | 6,007.59 | 5,672.16 | 9,827.33 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 77,680.67 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 20,379.04 |
| Armed Guard Revenue Pickup | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 455.00 | 525.00 | 420.00 | 6,054.62 |
| Elevator Maintenance | | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 6,376.75 | 13,119.75 |
| Landscape and Lot Maintenance | | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 1,299.96 |
| Garage Cleaning/Maintenance | | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 5,331.08 | 5,578.58 | 5,331.08 | 5,331.08 | 5,331.08 | 51,985.98 |
| 17th St. - 2G EXPENSES | | 61,304.26 | 64,607.48 | 64,891.44 | 71,815.09 | 81,766.37 | 66,523.58 | 67,843.68 | 65,673.56 | 95,428.13 | 66,937.50 | 70,314.97 | 78,619.49 | 875,745.55 |
| 17th St. PROFIT/(LOSS) | | 110,636.94 | 143,130.17 | 137,568.09 | 144,356.92 | 181,895.16 | 145,823.05 | 96,975.58 | 129,546.16 | 57,350.01 | 97,578.91 | 95,661.92 | 72,225.90 | 1,412,748.81 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|---------------------------------------|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 17th St. Garage - 2G | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344583 | 105,641.20 | 159,877.65 | 136,339.53 | 153,112.01 | 199,421.53 | 147,306.63 | 99,839.26 | 135,459.72 | 92,178.14 | 102,296.41 | 106,516.89 | 91,325.39 | 1,529,314.36 |
| Revenue - Space Rental | 480-8000-344583 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 75,600.00 |
| Revenue-Monthly Permits | 480-8000-344514 | 60,000.00 | 61,560.00 | 59,820.00 | 56,760.00 | 57,960.00 | 58,740.00 | 58,680.00 | 53,460.00 | 54,300.00 | 55,920.00 | 53,160.00 | 53,220.00 | 683,580.00 |
| 17th St. - 2G REVENUE | | 171,941.20 | 227,737.65 | 202,459.53 | 216,172.01 | 263,681.53 | 212,346.63 | 164,819.26 | 195,219.72 | 152,778.14 | 164,516.41 | 165,976.89 | 150,845.39 | 2,288,494.36 |
| (Sales Tax Excluded) | | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 16,561.95 | 16,616.47 | 16,549.18 | 20,680.62 | 17,432.22 | 16,471.66 | 20,612.76 | 16,448.34 | 20,600.10 | 16,480.25 | 20,599.89 | 16,233.62 | 215,266.88 |
| Attendant/Cashier Labor | | 33,192.78 | 56,286.32 | 36,137.49 | 39,285.13 | 48,329.64 | 37,381.35 | 32,521.25 | 34,321.57 | 59,870.88 | 35,809.78 | 34,812.81 | 42,009.85 | 489,938.65 |
| FP&L | | 5,352.35 | 5,507.51 | 6,007.59 | 5,672.16 | 9,827.33 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 6,473.39 | 77,880.67 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 20,379.04 |
| Armed Guard Revenue Pickup | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 6,054.62 |
| Elevator Maintenance | | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 7,356.00 |
| Landscape and Lot Maintenance | | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 1,299.96 |
| Garage Cleaning/Maintenance | | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 51,985.98 |
| 17th St. - 2G EXPENSES | | 61,304.26 | 84,607.48 | 64,891.44 | 71,815.09 | 81,786.37 | 66,523.58 | 67,843.68 | 65,673.56 | 96,428.13 | 66,937.50 | 70,314.97 | 78,619.49 | 875,745.55 |
| 17th St. Profit/(Loss) | | 110,636.94 | 143,130.17 | 137,568.09 | 144,356.92 | 181,895.16 | 145,823.05 | 96,975.58 | 129,546.16 | 57,350.01 | 97,576.91 | 95,661.92 | 72,225.90 | 1,412,748.81 |

| LOCATION | ACCOUNTING CODE | 2001 October | 2001 November | 2001 December | 2002 January | 2002 February | 2002 March | 2002 April | 2002 May | 2002 June | 2002 July | 2002 August | 2002 September | FY 2001/2002 TOTAL |
|---------------------------------------|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 17th St. Garage - 2G | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344583 | 95,980.84 | 88,650.62 | 117,454.92 | 129,924.57 | 193,183.71 | 173,980.26 | 137,297.11 | 123,415.47 | 109,810.52 | 97,670.31 | 100,261.80 | 101,232.96 | 1,468,863.09 |
| Revenue - Space Rental | 480-8000-344583 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 6,300.00 | 75,600.00 |
| Revenue-Monthly Permits | 480-8000-344514 | 46,380.00 | 49,200.00 | 50,040.00 | 48,780.00 | 49,200.00 | 50,940.00 | 58,260.00 | 54,360.00 | 54,000.00 | 59,760.00 | 59,880.00 | 60,180.00 | 640,980.00 |
| 17th St. - 2G REVENUE | | 148,660.84 | 144,150.62 | 173,794.92 | 185,004.57 | 246,683.71 | 231,220.26 | 201,857.11 | 184,075.47 | 170,110.52 | 163,730.31 | 166,441.80 | 167,712.96 | 2,185,443.09 |
| (Sales Tax Excluded) | | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 12,311.04 | 12,073.41 | 11,853.44 | 12,243.49 | 12,971.98 | 11,674.27 | 12,081.92 | 11,200.98 | 13,739.92 | 16,653.15 | 19,575.84 | 17,759.89 | 164,139.33 |
| Attendant/Cashier Labor | | 36,820.66 | 30,740.16 | 30,863.50 | 35,009.60 | 44,561.13 | 32,597.89 | 38,714.70 | 38,742.83 | 35,232.98 | 31,239.96 | 32,357.63 | 34,965.22 | 421,846.26 |
| FP&L | | 5,519.53 | 5,106.15 | 5,446.66 | 5,793.30 | 5,678.30 | 5,251.72 | 5,381.93 | 5,279.30 | 5,704.54 | 5,485.43 | 5,460.87 | 6,099.82 | 66,207.55 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 20,000.04 |
| Armed Guard Revenue Pickup | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 6,206.16 |
| Elevator Maintenance | | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 613.00 | 7,356.00 |
| Landscape and Lot Maintenance | | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 108.33 | 1,299.96 |
| Garage Cleaning/Maintenance | | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 3,292.00 | 39,504.00 |
| 17th St. - 2G EXPENSES | | 60,848.41 | 54,116.90 | 54,360.78 | 59,243.57 | 68,408.59 | 55,721.06 | 62,375.73 | 61,420.29 | 60,874.62 | 59,575.72 | 63,591.52 | 65,022.11 | 726,559.30 |
| 17th St. Profit/(Loss) | | 87,812.43 | 90,033.72 | 119,434.14 | 125,761.00 | 179,275.12 | 175,499.20 | 139,481.38 | 122,655.18 | 109,235.90 | 104,154.59 | 102,850.28 | 102,690.85 | 1,458,883.79 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|---|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 7th Street Garage - 1G Revenue-Ticket | 142-8000-344404 | 139,529.56 | 139,842.06 | 130,241.12 | 167,042.06 | 164,871.96 | 219,217.76 | 169,714.96 | 173,072.90 | 0.00 | 0.00 | 0.00 | 0.00 | 1,303,532.37 |
| | 142-8000-344404 | 13,050.00 | 13,237.50 | 13,462.50 | 13,500.00 | 13,800.00 | 13,725.00 | 13,725.00 | 13,350.00 | 0.00 | 0.00 | 0.00 | 0.00 | 107,850.00 |
| 7th Street Garage - 1G REVENUE (Sales Tax Excluded) | | 152,579.56 | 153,079.56 | 143,703.62 | 180,542.06 | 178,671.96 | 232,942.76 | 183,439.95 | 186,422.90 | 0.00 | 0.00 | 0.00 | 0.00 | 1,411,382.37 |
| Expenses | | | | | | | | | | | | | | |
| Security Attendant/Cashier Labor Landscaping Maintenance FP&L Revenue Control Equipment Maintenance Garage Cleaning/Maintenance Armed Guard Revenue Pickup Elevator Maintenance Surveillance System Maintenance | 21,049.40 | 21,049.40 | 21,816.06 | 24,181.09 | 21,727.10 | 20,960.22 | 23,119.75 | 21,349.80 | 28,211.80 | 0.00 | 0.00 | 0.00 | 0.00 | 182,415.22 |
| | 17,797.52 | 17,797.52 | 17,668.48 | 17,422.60 | 17,959.47 | 17,642.05 | 18,282.80 | 17,863.50 | 17,748.27 | 0.00 | 0.00 | 0.00 | 0.00 | 142,384.69 |
| | 918.67 | 918.67 | 1,114.00 | 918.67 | 918.67 | 848.00 | 918.67 | 918.67 | 918.67 | 0.00 | 0.00 | 0.00 | 0.00 | 7,474.02 |
| | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 0.00 | 0.00 | 0.00 | 0.00 | 24,538.96 |
| | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,600.00 |
| | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 0.00 | 0.00 | 0.00 | 0.00 | 38,648.00 |
| | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,360.00 |
| | 1,729.00 | 1,729.00 | 1,202.00 | 2,271.50 | 985.00 | 1,460.42 | 985.00 | 1,202.00 | 2,817.42 | 0.00 | 0.00 | 0.00 | 0.00 | 12,652.34 |
| | 534.60 | 534.60 | 534.60 | 534.60 | 534.60 | 534.60 | 534.60 | 534.60 | 534.60 | 0.00 | 0.00 | 0.00 | 0.00 | 4,868.80 |
| | 51,080.56 | 51,221.51 | 54,490.83 | 51,176.21 | 59,500.00 | 59,500.00 | 52,892.19 | 50,919.94 | 59,282.13 | 0.00 | 0.00 | 0.00 | 0.00 | 421,560.03 |
| | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 476,000.00 |
| | 41,999.00 | 41,999.00 | 42,356.05 | 29,712.79 | 69,865.85 | 68,675.30 | 120,550.57 | 73,020.01 | 67,640.77 | 0.00 | 0.00 | 0.00 | 0.00 | 513,822.34 |
| 7th St. - 1G Estimated Debt Service | | | | | | | | | | | | | | |
| 7th St. - 1G PROFIT/(LOSS) | | | | | | | | | | | | | | |

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|---|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 7th Street Garage - 1G Revenue-Ticket | 142-8000-344404 | 136,186.19 | 137,501.35 | 140,246.61 | 148,182.44 | 153,858.76 | 221,547.82 | 161,549.46 | 174,847.57 | 133,750.47 | 164,101.85 | 178,871.59 | 120,362.30 | 1,871,006.41 |
| | 142-8000-344404 | 13,125.00 | 13,125.00 | 13,125.00 | 13,125.00 | 13,125.00 | 13,050.00 | 13,050.00 | 13,050.00 | 12,975.00 | 13,050.00 | 13,200.00 | 13,200.00 | 157,200.00 |
| 7th Street Garage - 1G REVENUE (Sales Tax Excluded) | | 149,311.19 | 150,626.35 | 153,371.61 | 161,307.44 | 166,983.76 | 234,597.82 | 174,599.46 | 187,897.57 | 146,725.47 | 177,151.85 | 192,071.59 | 133,562.30 | 2,028,206.41 |
| Expenses | | | | | | | | | | | | | | |
| Security Attendant/Cashier Labor Landscaping Maintenance FP&L Revenue Control Equipment Maintenance Garage Cleaning/Maintenance Armed Guard Revenue Pickup Elevator Maintenance Surveillance System Maintenance | 21,087.06 | 21,087.06 | 20,743.70 | 20,245.12 | 26,257.88 | 21,150.87 | 21,933.85 | 26,125.51 | 22,612.39 | 25,778.86 | 21,024.44 | 27,128.97 | 21,014.42 | 275,103.07 |
| | 16,755.52 | 16,755.52 | 25,273.02 | 16,806.12 | 17,276.43 | 16,684.70 | 17,694.64 | 16,755.04 | 16,893.83 | 25,407.34 | 16,835.01 | 17,385.71 | 17,618.06 | 221,365.42 |
| | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 918.67 | 1,067.67 | 918.67 | 10,438.67 | 7,363.67 | 918.67 | 27,530.02 |
| | 2,667.70 | 2,667.70 | 2,747.44 | 2,709.51 | 2,462.61 | 4,749.59 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 3,067.37 | 36,808.44 |
| | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 8,400.00 |
| | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 5,111.50 | 4,864.00 | 4,864.00 | 4,864.00 | 58,615.50 |
| | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 455.00 | 525.00 | 420.00 | 6,054.62 |
| | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 1,180.88 | 1,264.84 | 1,936.44 | 1,180.88 | 1,180.88 | 1,295.00 | 13,948.92 |
| | 437.00 | 437.00 | 437.00 | 437.00 | 437.00 | 437.00 | 437.00 | 495.00 | 495.00 | 495.00 | 1,855.00 | 580.00 | 2,810.60 | 9,352.60 |
| | 48,997.46 | 57,251.34 | 48,247.93 | 54,484.10 | 51,052.34 | 51,052.34 | 51,183.04 | 54,623.65 | 51,482.28 | 63,932.36 | 60,420.37 | 62,795.60 | 52,708.12 | 657,178.59 |
| | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 714,000.00 |
| | 40,813.73 | 33,875.01 | 45,623.88 | 47,323.34 | 56,431.42 | 56,431.42 | 123,914.78 | 60,475.81 | 76,915.29 | 23,293.11 | 57,231.48 | 69,775.99 | 21,354.18 | 657,027.82 |
| 7th St. - 1G Estimated Debt Service | | | | | | | | | | | | | | |
| 7th St. - 1G PROFIT/(LOSS) | | | | | | | | | | | | | | |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 7th Street Garage - 1G | | | | | | | | | | | | | | |
| Revenue-Ticket | 142-8000-344404 | 136,186.19 | 137,501.35 | 140,246.61 | 148,182.44 | 153,858.76 | 221,547.82 | 161,549.46 | 174,847.57 | 133,750.47 | 164,101.85 | 178,871.59 | 120,362.30 | 1,871,006.41 |
| Revenue-Monthly Permits | 142-8000-344404 | 13,125.00 | 13,125.00 | 13,125.00 | 13,125.00 | 13,125.00 | 13,050.00 | 13,050.00 | 13,050.00 | 12,975.00 | 13,050.00 | 13,200.00 | 13,200.00 | 157,200.00 |
| 7th Street Garage - 1G REVENUE (Sales Tax Excluded) | | 149,311.19 | 150,626.35 | 153,371.61 | 161,307.44 | 166,983.76 | 234,597.82 | 174,599.46 | 187,897.57 | 146,725.47 | 177,151.85 | 192,071.59 | 133,562.30 | 2,028,206.41 |
| Expenses | | | | | | | | | | | | | | |
| Security | | | | | | | | | | | | | | |
| Attendant/Cashier Labor | | 21,087.06 | 20,743.70 | 20,245.12 | 26,257.88 | 21,150.87 | 21,933.85 | 26,125.51 | 22,612.39 | 25,778.86 | 21,024.44 | 27,128.97 | 21,014.42 | 275,103.07 |
| Landscape Maintenance | | 16,755.52 | 25,273.02 | 16,808.12 | 17,276.43 | 16,664.70 | 17,694.64 | 16,755.04 | 16,893.83 | 25,407.34 | 16,835.01 | 17,385.71 | 17,618.06 | 221,365.42 |
| FP&L | | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 918.67 | 1,067.67 | 918.67 | 10,438.67 | 7,363.67 | 918.67 | 27,530.02 |
| Revenue Control Equipment Maintenance | | 2,667.70 | 2,747.44 | 2,709.51 | 2,462.61 | 4,749.59 | 3,067.37 | 3,067.37 | 3,067.37 | 700.00 | 3,067.37 | 3,067.37 | 3,067.37 | 38,808.44 |
| Garage Cleaning/Maintenance | | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 8,400.00 |
| Armed Guard Revenue Pickup | | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 5,111.50 | 4,864.00 | 4,864.00 | 4,864.00 | 58,615.50 |
| Elevator Maintenance | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 455.00 | 455.00 | 525.00 | 420.00 | 6,054.62 |
| Surveillance System Maintenance | | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 1,180.88 | 1,264.84 | 1,936.44 | 1,180.88 | 1,180.88 | 1,295.00 | 13,948.92 |
| 7th St. Garage - 1G EXPENSES | | 48,397.46 | 57,251.34 | 48,247.93 | 54,484.10 | 51,052.34 | 51,183.04 | 54,623.65 | 51,482.28 | 63,932.36 | 60,420.37 | 62,795.60 | 52,708.12 | 657,178.59 |
| 7th St. - 1G Estimated Debt Service | | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 714,000.00 |
| 7th St. - 1G PROFIT/(LOSS) | | 40,813.73 | 33,875.01 | 45,623.68 | 47,323.34 | 56,431.42 | 123,914.78 | 60,475.81 | 76,915.29 | 23,293.11 | 57,231.48 | 69,775.99 | 21,354.18 | 657,027.82 |

| LOCATION | ACCOUNTING CODE | 2001 October | 2001 November | 2001 December | 2002 January | 2002 February | 2002 March | 2002 April | 2002 May | 2002 June | 2002 July | 2002 August | 2002 September | FY 2001/2002 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 7th Street Garage - 1G | | | | | | | | | | | | | | |
| Revenue-Ticket | 142-8000-344404 | 98,891.68 | 105,333.01 | 144,735.13 | 153,866.18 | 138,843.74 | 240,191.44 | 171,039.15 | 163,294.17 | 139,551.83 | 163,218.25 | 175,770.79 | 135,339.42 | 1,830,074.79 |
| Revenue-Monthly Permits | 142-8000-344404 | 15,975.00 | 16,350.00 | 15,825.00 | 16,800.00 | 14,550.00 | 14,700.00 | 14,700.00 | 14,550.00 | 14,550.00 | 13,800.00 | 13,725.00 | 13,800.00 | 179,325.00 |
| 7th Street Garage - 1G REVENUE (Sales Tax Excluded) | | 114,866.68 | 121,683.01 | 160,560.13 | 170,666.18 | 153,393.74 | 254,891.44 | 185,739.15 | 177,844.17 | 154,101.83 | 177,018.25 | 189,495.79 | 149,139.42 | 2,009,399.79 |
| Expenses | | | | | | | | | | | | | | |
| Security | | | | | | | | | | | | | | |
| Attendant/Cashier Labor | | 15,394.28 | 15,695.07 | 14,460.29 | 15,772.87 | 15,146.88 | 17,041.38 | 15,881.17 | 15,768.28 | 17,513.64 | 22,057.41 | 25,611.88 | 22,611.97 | 212,955.12 |
| Landscape Maintenance | | 15,209.20 | 15,854.89 | 16,107.91 | 16,346.08 | 16,018.67 | 15,976.15 | 16,429.77 | 16,357.45 | 15,943.55 | 15,952.92 | 16,684.59 | 17,149.19 | 194,030.17 |
| FP&L | | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 984.00 | 11,808.00 |
| Revenue Control Equipment Maintenance | | 3,153.54 | 2,599.76 | 2,754.67 | 2,964.55 | 2,773.25 | 2,567.84 | 2,733.33 | 2,574.07 | 2,891.16 | 2,700.17 | 2,849.96 | 3,069.84 | 33,632.14 |
| Garage Cleaning/Maintenance | | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 8,400.00 |
| Armed Guard Revenue Pickup | | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 4,864.00 | 58,368.00 |
| Elevator Maintenance | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 6,206.16 |
| Surveillance System Maintenance | | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 985.00 | 11,820.00 |
| 7th St. Garage - 1G EXPENSES | | 42,244.20 | 42,636.70 | 41,810.05 | 43,570.68 | 42,425.98 | 44,072.55 | 43,531.45 | 43,186.98 | 44,835.53 | 49,197.68 | 53,633.61 | 51,318.18 | 542,463.59 |
| 7th St. - 1G Estimated Debt Service | | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 | 714,000.00 |
| 7th St. - 1G PROFIT/(LOSS) | | 13,122.48 | 19,546.31 | 59,250.08 | 67,595.50 | 51,467.76 | 151,318.89 | 82,707.70 | 75,157.19 | 49,766.30 | 68,320.57 | 76,362.18 | 38,321.24 | 752,936.20 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

58
4

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|--------------------------|
| 17th Street Lots - 5A East and West | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344515 | 123,301.93 | 135,390.66 | 142,474.77 | 153,204.65 | 157,831.80 | 163,559.82 | 141,769.18 | 149,018.68 | 0.00 | 0.00 | 0.00 | 0.00 | 1,166,551.49 |
| Revenue-Valet | 480-8000-344515 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revenue-Monthly Permits | 480-8000-344596 | 16,800.00 | 18,360.00 | 15,960.00 | 16,200.00 | 15,660.00 | 15,660.00 | 16,560.00 | 16,800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 132,000.00 |
| 17th Lots - 5A REVENUE | | 140,101.93 | 153,750.66 | 158,434.77 | 169,404.65 | 173,491.80 | 179,219.82 | 158,329.18 | 165,818.68 | 0.00 | 0.00 | 0.00 | 0.00 | 1,298,551.49 |
| (Sales Tax Excluded) | | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 1,404.71 | 738.66 | 880.37 | 662.58 | 1,319.03 | 883.44 | 953.99 | 1,128.84 | 0.00 | 0.00 | 0.00 | 0.00 | 7,971.62 |
| Attendant/Cashier Labor | | 20,826.85 | 24,230.94 | 20,510.75 | 20,463.71 | 23,729.34 | 22,161.85 | 21,289.27 | 22,812.35 | 0.00 | 0.00 | 0.00 | 0.00 | 176,025.06 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 0.00 | 0.00 | 0.00 | 0.00 | 13,333.36 |
| Landscape and Lot Maintenance | | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 0.00 | 0.00 | 0.00 | 0.00 | 4,021.36 |
| FP&L | | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 0.00 | 0.00 | 0.00 | 0.00 | 3,131.84 |
| 17th Lots - 5A EXPENSES | | 24,792.38 | 27,530.42 | 23,951.94 | 23,687.11 | 27,609.19 | 25,606.11 | 24,804.08 | 26,502.01 | 0.00 | 0.00 | 0.00 | 0.00 | 204,483.24 |
| 17th Lots PROFIT/(LOSS) | | 115,309.55 | 126,220.24 | 134,482.83 | 145,717.54 | 145,882.61 | 153,613.71 | 133,525.10 | 139,316.67 | 0.00 | 0.00 | 0.00 | 0.00 | 1,094,068.25 |

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|--------------------------|
| 17th Street Lots - 5A East and West | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344515 | 105,889.88 | 120,891.93 | 120,890.56 | 132,337.75 | 139,792.51 | 139,949.44 | 111,002.09 | 127,300.47 | 107,680.68 | 111,796.59 | 110,433.27 | 99,008.57 | 1,426,973.74 |
| Revenue-Valet | 480-8000-344515 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revenue-Monthly Permits | 480-8000-344596 | 17,820.00 | 18,120.00 | 17,700.00 | 18,360.00 | 16,500.00 | 17,700.00 | 16,560.00 | 18,840.00 | 15,720.00 | 15,900.00 | 16,560.00 | 16,980.00 | 206,760.00 |
| 17th Lots - 5A REVENUE | | 123,709.88 | 139,011.93 | 138,590.56 | 150,697.75 | 156,292.51 | 157,649.44 | 127,562.09 | 146,140.47 | 123,400.68 | 127,696.59 | 126,993.27 | 115,988.57 | 1,633,733.74 |
| (Sales Tax Excluded) | | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 1,883.74 | 1,884.70 | 1,797.93 | 2,334.72 | 1,591.97 | 1,750.52 | 2,157.89 | 1,786.10 | 2,172.81 | 1,743.98 | 1,863.20 | 1,687.74 | 22,655.30 |
| Attendant/Cashier Labor | | 17,939.85 | 30,340.05 | 19,183.60 | 21,628.82 | 22,409.89 | 20,603.96 | 18,238.36 | 18,745.80 | 30,790.29 | 17,290.61 | 17,265.92 | 20,813.79 | 255,250.94 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 20,359.04 |
| Landscape and Lot Maintenance | | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 6,032.04 |
| FP&L | | 386.87 | 350.40 | 332.23 | 322.18 | 565.72 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 4,697.76 |
| 17th Lots - 5A EXPENSES | | 22,379.80 | 34,744.49 | 23,483.10 | 26,455.06 | 26,736.92 | 24,915.30 | 22,957.07 | 23,286.72 | 35,523.92 | 21,760.41 | 21,689.94 | 25,062.35 | 308,995.08 |
| 17th Lots PROFIT/(LOSS) | | 101,330.08 | 104,267.44 | 115,107.46 | 124,242.69 | 129,555.59 | 132,734.14 | 104,605.02 | 122,853.75 | 87,876.76 | 105,936.18 | 105,303.33 | 90,926.22 | 1,324,738.66 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|--------------------------|
| 17th Street Lots - 5A East and West | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344515 | 105,889.88 | 120,891.93 | 120,890.56 | 132,337.75 | 139,792.51 | 139,949.44 | 111,002.09 | 127,300.47 | 107,680.68 | 111,796.59 | 110,433.27 | 99,008.57 | 1,426,973.74 |
| Revenue-Valet | 480-8000-344515 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revenue-Monthly Permits | 480-8000-344596 | 17,820.00 | 18,120.00 | 17,700.00 | 18,360.00 | 16,500.00 | 17,700.00 | 16,560.00 | 18,840.00 | 15,720.00 | 15,900.00 | 16,560.00 | 16,980.00 | 206,760.00 |
| 17th Lots - 5A REVENUE | | 123,709.88 | 139,011.93 | 138,590.56 | 150,697.75 | 156,292.51 | 157,649.44 | 127,562.09 | 146,140.47 | 123,400.68 | 127,696.59 | 126,993.27 | 115,988.57 | 1,633,733.74 |
| (Sales Tax Excluded) | | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 1,883.74 | 1,884.70 | 1,797.93 | 2,334.72 | 1,591.97 | 1,750.52 | 2,157.89 | 1,786.10 | 2,172.81 | 1,743.98 | 1,863.20 | 1,687.74 | 22,655.30 |
| Attendant/Cashier Labor | | 17,939.85 | 30,340.05 | 19,183.60 | 21,628.82 | 22,409.89 | 20,603.96 | 18,238.35 | 18,745.80 | 30,790.29 | 17,290.61 | 17,265.92 | 20,813.79 | 255,250.94 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 20,359.04 |
| Landscape and Lot Maintenance | | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 6,032.04 |
| FP&L | | 386.87 | 350.40 | 332.23 | 322.18 | 565.72 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 391.48 | 4,697.76 |
| 17th Lots - 5A EXPENSES | | 22,379.80 | 34,744.49 | 23,483.10 | 26,455.06 | 26,736.92 | 24,915.30 | 22,957.07 | 23,286.72 | 35,523.92 | 21,760.41 | 21,689.94 | 25,062.35 | 308,995.08 |
| 17th Lots PROFIT/(LOSS) | | 101,330.08 | 104,267.44 | 115,107.46 | 124,242.69 | 129,555.59 | 132,734.14 | 104,605.02 | 122,853.75 | 87,876.76 | 105,936.18 | 105,303.33 | 90,926.22 | 1,324,738.66 |

| LOCATION | ACCOUNTING CODE | 2001 October | 2001 November | 2001 December | 2002 January | 2002 February | 2002 March | 2002 April | 2002 May | 2002 June | 2002 July | 2002 August | 2002 September | FY 2001/2002 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|--------------------------|
| 17th Street Lots - 5A East and West | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344515 | 84,476.22 | 86,054.63 | 129,752.12 | 132,730.72 | 133,767.55 | 155,170.88 | 123,970.06 | 119,955.85 | 116,868.05 | 108,329.32 | 115,012.11 | 102,521.07 | 1,408,608.58 |
| Revenue-Valet | 480-8000-344515 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revenue-Monthly Permits | 480-8000-344596 | 17,760.00 | 16,080.00 | 16,140.00 | 14,940.00 | 15,780.00 | 17,460.00 | 17,040.00 | 16,680.00 | 16,800.00 | 16,080.00 | 17,760.00 | 17,760.00 | 200,280.00 |
| 17th Lots - 5A REVENUE | | 102,236.22 | 102,134.63 | 145,892.12 | 147,670.72 | 149,547.55 | 172,630.88 | 141,010.06 | 136,635.85 | 133,668.05 | 124,409.32 | 132,772.11 | 120,281.07 | 1,608,888.58 |
| (Sales Tax Excluded) | | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 857.65 | 726.48 | 726.48 | 728.00 | 489.20 | 964.75 | 955.32 | 1,327.81 | 1,471.71 | 1,554.13 | 1,691.61 | 1,559.16 | 13,052.30 |
| Attendant/Cashier Labor | | 17,436.09 | 16,120.74 | 17,827.14 | 18,512.07 | 19,388.97 | 20,846.52 | 21,119.07 | 19,675.74 | 17,955.12 | 17,586.44 | 19,212.48 | 20,566.65 | 226,227.03 |
| Revenue Control Equipment Maintenance | | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 20,000.04 |
| Landscape and Lot Maintenance | | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 502.67 | 6,032.04 |
| FP&L | | 457.83 | 601.13 | 483.88 | 354.56 | 335.36 | 324.34 | 348.11 | 343.62 | 362.67 | 362.54 | 417.81 | 404.38 | 4,796.23 |
| 17th Lots - 5A EXPENSES | | 20,920.91 | 19,617.69 | 21,206.84 | 21,763.97 | 22,382.87 | 24,304.95 | 24,591.84 | 23,516.51 | 21,958.84 | 21,652.45 | 23,491.24 | 24,699.53 | 270,107.64 |
| 17th Lots PROFIT/(LOSS) | | 81,315.31 | 82,516.94 | 124,685.28 | 125,906.75 | 127,164.68 | 148,325.93 | 116,418.22 | 113,119.34 | 111,709.21 | 102,756.87 | 109,280.87 | 95,581.54 | 1,338,780.94 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|-----------------------------|---|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 12th Street Garage - 2A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344504 | 26,360.74 | 25,345.79 | 24,450.45 | 29,463.54 | 29,428.03 | 38,480.37 | 31,798.13 | 32,760.77 | 0.00 | 0.00 | 0.00 | 0.00 | 238,087.82 |
| Revenue-Monthly Permits | 480-8000-344593 | 5,220.00 | 5,100.00 | 5,040.00 | 4,740.00 | 4,740.00 | 4,800.00 | 4,920.00 | 4,860.00 | 0.00 | 0.00 | 0.00 | 0.00 | 39,420.00 |
| | 12th St. - 2A REVENUE (Sales Tax Excluded) | 31,580.74 | 30,445.79 | 29,490.45 | 34,203.54 | 34,168.03 | 43,280.37 | 36,718.13 | 37,620.77 | 0.00 | 0.00 | 0.00 | 0.00 | 277,507.82 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 8,219.46 | 8,844.80 | 9,107.41 | 8,233.17 | 10,306.80 | 8,013.11 | 8,245.44 | 10,395.76 | 0.00 | 0.00 | 0.00 | 0.00 | 71,365.95 |
| Attendant/Cashier Labor | | 7,247.08 | 7,241.85 | 7,200.05 | 7,215.73 | 7,184.37 | 7,226.18 | 7,210.50 | 7,602.38 | 0.00 | 0.00 | 0.00 | 0.00 | 58,128.14 |
| FP&L | | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 0.00 | 0.00 | 0.00 | 0.00 | 868.32 |
| Elevator Maintenance | | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| Garage Cleaning/Maintenance | | 1,540.75 | 1,532.50 | 1,540.75 | 1,524.25 | 1,524.25 | 1,540.75 | 1,532.50 | 1,532.50 | 0.00 | 0.00 | 0.00 | 0.00 | 12,284.75 |
| | 12th St. - 2A EXPENSES | 17,240.83 | 17,852.69 | 18,081.75 | 17,223.19 | 19,248.96 | 17,013.58 | 17,221.98 | 19,764.18 | 0.00 | 0.00 | 0.00 | 0.00 | 143,647.16 |
| | 12th St. - 2A PROFIT/(LOSS) | 14,339.91 | 12,593.10 | 11,408.70 | 16,980.35 | 14,919.07 | 26,266.79 | 19,496.15 | 17,856.59 | 0.00 | 0.00 | 0.00 | 0.00 | 133,860.66 |
| 12th Street Garage - 2A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344504 | 23,808.81 | 26,646.02 | 27,241.35 | 27,276.87 | 28,087.39 | 39,739.49 | 29,315.86 | 33,756.05 | 22,192.23 | 30,702.84 | 31,246.72 | 22,452.33 | 342,465.96 |
| Revenue-Monthly Permits | 480-8000-344593 | 5,340.00 | 5,520.00 | 5,220.00 | 4,860.00 | 4,920.00 | 5,100.00 | 5,040.00 | 4,920.00 | 4,860.00 | 5,220.00 | 5,400.00 | 5,400.00 | 61,800.00 |
| | 12th St. - 2A REVENUE (Sales Tax Excluded) | 29,148.81 | 32,166.02 | 32,461.35 | 32,136.87 | 33,007.39 | 44,839.49 | 34,355.86 | 38,676.05 | 27,052.23 | 35,922.84 | 36,646.72 | 27,852.33 | 404,265.96 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 8,245.44 | 8,232.15 | 8,235.63 | 10,779.20 | 8,166.92 | 8,233.17 | 10,238.91 | 8,237.06 | 10,302.50 | 8,241.55 | 10,299.64 | 8,252.59 | 107,464.76 |
| Attendant/Cashier Labor | | 7,054.55 | 10,280.84 | 6,892.87 | 7,315.74 | 6,912.77 | 7,052.06 | 6,910.78 | 6,946.10 | 10,775.85 | 7,497.33 | 7,173.01 | 7,672.92 | 92,383.82 |
| FP&L | | 102.79 | 81.67 | 98.93 | 90.60 | 168.69 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 1,302.46 |
| Elevator Maintenance | | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 0.00 | 0.00 | 166.67 | 125.00 | 1,041.67 |
| Garage Cleaning/Maintenance | | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,557.25 | 1,532.50 | 1,763.50 | 1,540.75 | 1,540.75 | 1,532.50 | 19,101.75 |
| | 12th St. - 2A EXPENSES | 17,133.53 | 20,325.41 | 16,958.18 | 19,916.29 | 16,979.13 | 17,124.52 | 18,715.48 | 16,823.20 | 22,950.39 | 17,388.17 | 19,288.61 | 17,891.55 | 221,294.46 |
| | 12th St. - 2A PROFIT/(LOSS) | 12,015.28 | 11,840.61 | 15,503.17 | 12,220.58 | 16,028.26 | 27,714.97 | 15,640.38 | 21,852.85 | 4,101.84 | 18,534.67 | 17,358.11 | 10,160.78 | 182,971.50 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|---|---|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 12th Street Garage - 2A Revenue-Ticket | 480-8000-344504 | 23,808.81 | 26,646.02 | 27,241.35 | 27,276.87 | 28,087.39 | 39,739.49 | 29,315.86 | 33,756.05 | 22,192.23 | 30,702.84 | 31,246.72 | 22,452.33 | 342,465.96 |
| | 480-8000-344593 | 5,340.00 | 5,520.00 | 5,220.00 | 4,860.00 | 4,920.00 | 5,100.00 | 5,040.00 | 4,920.00 | 4,860.00 | 5,220.00 | 5,400.00 | 5,400.00 | 61,800.00 |
| | 12th St. - 2A REVENUE (Sales Tax Excluded) | 29,148.81 | 32,166.02 | 32,461.35 | 32,136.87 | 33,007.39 | 44,839.49 | 34,355.86 | 38,676.05 | 27,052.23 | 35,922.84 | 36,646.72 | 27,852.33 | 404,265.96 |
| Expenses | | | | | | | | | | | | | | |
| | Security Personnel | 8,245.44 | 8,232.15 | 8,235.63 | 10,779.20 | 8,166.92 | 8,233.17 | 10,238.91 | 8,237.06 | 10,302.50 | 8,241.55 | 10,299.64 | 8,252.59 | 107,464.76 |
| | Attendant/Cashier Labor | 7,054.55 | 10,280.84 | 6,892.87 | 7,315.74 | 6,912.77 | 7,052.06 | 6,810.78 | 6,945.10 | 10,775.85 | 7,497.33 | 7,173.01 | 7,672.92 | 92,383.82 |
| FP&L | | 102.79 | 81.67 | 98.93 | 90.60 | 168.69 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 108.54 | 1,302.46 |
| | Elevator Maintenance | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 0.00 | 0.00 | 0.00 | 166.67 | 125.00 | 1,041.67 |
| | Garage Cleaning/Maintenance | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,557.25 | 1,532.50 | 1,763.50 | 1,540.75 | 1,540.75 | 1,532.50 | 19,101.75 |
| 12th St. - 2A EXPENSES | | 17,133.53 | 20,325.41 | 16,958.18 | 19,916.29 | 16,979.13 | 17,124.52 | 18,715.48 | 16,823.20 | 22,950.39 | 17,388.17 | 19,288.61 | 17,691.55 | 221,294.46 |
| 12th St. - 2A PROFIT/(LOSS) | | 12,015.28 | 11,840.61 | 15,503.17 | 12,220.58 | 16,028.26 | 27,714.97 | 15,640.38 | 21,852.85 | 4,101.84 | 18,534.67 | 17,358.11 | 10,160.78 | 182,971.50 |

| LOCATION | ACCOUNTING CODE | 2001 October | 2001 November | 2001 December | 2002 January | 2002 February | 2002 March | 2002 April | 2002 May | 2002 June | 2002 July | 2002 August | 2002 September | FY 2001/2002 TOTAL |
|---|---|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 12th Street Garage - 2A Revenue-Ticket | 480-8000-344504 | 19,351.18 | 20,201.87 | 24,554.47 | 26,555.85 | 27,769.02 | 43,802.33 | 28,116.91 | 29,947.18 | 25,610.78 | 29,315.51 | 29,535.22 | 20,867.59 | 325,627.91 |
| | 480-8000-344593 | 8,040.00 | 6,980.00 | 8,160.00 | 8,160.00 | 5,100.00 | 5,280.00 | 5,280.00 | 5,280.00 | 5,280.00 | 5,340.00 | 5,180.00 | 4,320.00 | 72,360.00 |
| | 12th St. - 2A REVENUE (Sales Tax Excluded) | 27,391.18 | 27,181.87 | 32,714.47 | 34,715.85 | 32,869.02 | 49,082.33 | 33,396.91 | 35,227.18 | 30,890.78 | 34,655.51 | 34,695.22 | 25,187.59 | 397,987.91 |
| Expenses | | | | | | | | | | | | | | |
| | Security Personnel | 5,626.00 | 5,647.95 | 4,077.36 | 6,053.88 | 5,471.53 | 5,445.92 | 5,466.54 | 6,157.30 | 6,871.50 | 8,471.54 | 9,914.88 | 8,846.72 | 78,051.12 |
| | Attendant/Cashier Labor | 6,349.23 | 6,522.24 | 7,031.79 | 7,057.86 | 6,517.50 | 6,538.83 | 6,640.74 | 7,730.94 | 6,538.83 | 7,145.55 | 6,980.04 | 6,960.03 | 82,013.58 |
| FP&L | | 73.28 | 88.02 | 82.31 | 85.34 | 77.11 | 68.73 | 64.09 | 56.51 | 60.30 | 60.94 | 49.36 | 105.95 | 871.96 |
| | Elevator Maintenance | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 125.00 | 1,500.00 |
| | Garage Cleaning/Maintenance | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 1,605.75 | 19,269.00 |
| 12th St. - 2A EXPENSES | | 13,779.26 | 13,988.96 | 12,922.21 | 14,927.83 | 13,796.89 | 13,784.23 | 13,902.12 | 15,675.50 | 15,201.38 | 17,408.78 | 18,675.05 | 17,643.45 | 181,705.66 |
| 12th St. - 2A PROFIT/(LOSS) | | 13,611.92 | 13,172.91 | 19,792.26 | 19,788.02 | 19,072.13 | 35,298.10 | 19,494.79 | 19,551.68 | 15,689.40 | 17,246.73 | 16,020.17 | 7,544.14 | 216,282.25 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 13th Street Garage - 17A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344566 | 48,388.34 | 47,130.86 | 40,100.44 | 50,649.52 | 53,792.55 | 66,648.56 | 57,641.13 | 54,078.51 | 0.00 | 0.00 | 0.00 | 0.00 | 418,429.91 |
| Revenue-Monthly Permits | 480-8000-344527 | 7,740.00 | 7,680.00 | 8,520.00 | 8,100.00 | 8,580.00 | 8,280.00 | 7,500.00 | 8,460.00 | 0.00 | 0.00 | 0.00 | 0.00 | 64,860.00 |
| 13th St. - 17A REVENUE (Sales Tax Excluded) | | 56,128.34 | 54,810.86 | 48,620.44 | 58,749.52 | 62,372.55 | 74,928.56 | 65,141.13 | 62,538.51 | 0.00 | 0.00 | 0.00 | 0.00 | 483,289.91 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 9,865.08 | 10,533.80 | 10,736.25 | 8,648.94 | 9,770.00 | 9,855.68 | 9,779.19 | 12,638.10 | 0.00 | 0.00 | 0.00 | 0.00 | 81,827.04 |
| Attendant/Cashier Labor | | 15,303.89 | 15,397.71 | 15,269.80 | 15,170.25 | 15,470.86 | 15,516.07 | 15,327.27 | 15,273.85 | 0.00 | 0.00 | 0.00 | 0.00 | 122,729.70 |
| Landscaping Maintenance | | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 0.00 | 0.00 | 0.00 | 0.00 | 1,733.36 |
| FP&L | | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 0.00 | 0.00 | 0.00 | 0.00 | 11,239.84 |
| Revenue Control Equipment Maintenance | | 0.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,250.00 |
| Elevator Maintenance | | 737.00 | 312.00 | 312.00 | 312.00 | 312.00 | 312.00 | 170.00 | 467.18 | 0.00 | 0.00 | 0.00 | 0.00 | 2,934.18 |
| Armed Guard Revenue Pickup | | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,360.00 |
| Garage Cleaning/Maintenance | | 1,450.00 | 1,450.00 | 1,483.00 | 1,450.00 | 1,450.00 | 1,483.00 | 1,318.00 | 1,318.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,402.00 |
| 13th St. - 17A EXPENSES | | 29,397.62 | 30,485.16 | 30,592.70 | 28,372.84 | 29,794.51 | 29,958.40 | 29,386.11 | 32,488.78 | 0.00 | 0.00 | 0.00 | 0.00 | 240,476.12 |
| 13th St. -17A PROFIT/(LOSS) | | 26,730.72 | 24,325.70 | 18,027.74 | 30,376.68 | 32,578.04 | 44,970.16 | 35,755.02 | 30,049.73 | 0.00 | 0.00 | 0.00 | 0.00 | 242,813.79 |

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 13th Street Garage - 17A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344566 | 44,400.00 | 45,402.69 | 45,391.52 | 51,063.89 | 53,442.14 | 67,925.37 | 52,972.45 | 49,388.78 | 43,317.00 | 47,741.10 | 52,219.62 | 39,794.83 | 593,059.39 |
| Revenue-Monthly Permits | 480-8000-344527 | 8,280.00 | 8,640.00 | 8,100.00 | 7,320.00 | 7,380.00 | 7,620.00 | 7,860.00 | 8,520.00 | 8,580.00 | 8,280.00 | 7,800.00 | 7,800.00 | 96,180.00 |
| 13th St. - 17A REVENUE (Sales Tax Excluded) | | 52,680.00 | 54,042.69 | 53,491.52 | 58,383.89 | 60,822.14 | 75,545.37 | 60,832.45 | 57,908.78 | 51,897.00 | 56,021.10 | 60,019.62 | 47,594.83 | 689,239.39 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 10,242.93 | 10,602.13 | 10,541.72 | 13,658.91 | 10,514.70 | 10,220.71 | 12,820.10 | 10,737.48 | 12,861.21 | 10,423.37 | 13,306.82 | 10,177.97 | 136,108.05 |
| Attendant/Cashier Labor | | 14,601.28 | 21,909.69 | 14,624.04 | 15,326.91 | 14,675.83 | 14,744.77 | 14,598.18 | 14,460.50 | 21,779.99 | 14,556.50 | 14,996.27 | 15,185.54 | 191,459.50 |
| Landscaping Maintenance | | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 2,600.04 |
| FP&L | | 1,150.96 | 1,172.72 | 1,276.13 | 1,245.87 | 2,179.24 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 16,859.78 |
| Revenue Control Equipment Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 239.00 | 0.00 | 0.00 | 0.00 | 0.00 | 269.00 |
| Elevator Maintenance | | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 0.00 | 0.00 | 0.00 | 312.00 | 624.00 | 3,139.50 | 5,899.50 |
| Armed Guard Revenue Pickup | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 455.00 | 525.00 | 420.00 | 6,054.62 |
| Garage Cleaning/Maintenance | | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,450.00 | 1,588.50 | 1,450.00 | 1,450.00 | 1,483.00 | 17,812.50 |
| 13th St. - 17A EXPENSES | | 28,516.02 | 36,205.39 | 28,962.74 | 32,752.54 | 29,890.62 | 28,891.31 | 31,040.11 | 29,025.81 | 38,378.53 | 28,848.52 | 32,523.74 | 32,027.66 | 377,062.99 |
| 13th St. -17A PROFIT/(LOSS) | | 24,163.98 | 17,837.30 | 24,528.78 | 25,631.35 | 30,931.52 | 46,654.06 | 29,792.34 | 28,882.97 | 13,518.47 | 27,172.58 | 27,495.88 | 15,567.17 | 312,176.40 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|---------------------------------------|------------------------------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 13th Street Garage - 17A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344566 | 44,400.00 | 45,402.69 | 45,391.52 | 51,063.89 | 53,442.14 | 67,925.37 | 52,972.45 | 49,388.78 | 43,317.00 | 47,741.10 | 52,219.62 | 39,794.83 | 593,059.39 |
| Revenue-Monthly Permits | 480-8000-344527 | 8,280.00 | 8,640.00 | 8,100.00 | 7,320.00 | 7,380.00 | 7,620.00 | 7,860.00 | 8,520.00 | 8,560.00 | 8,280.00 | 7,800.00 | 7,800.00 | 96,180.00 |
| | 13th St. - 17A REVENUE | 52,680.00 | 54,042.69 | 53,491.52 | 58,383.89 | 60,822.14 | 75,545.37 | 60,832.45 | 57,908.78 | 51,897.00 | 56,021.10 | 60,019.62 | 47,594.83 | 689,239.39 |
| | (Sales Tax Excluded) | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 10,242.93 | 10,602.13 | 10,541.72 | 13,658.91 | 10,514.70 | 10,220.71 | 12,820.10 | 10,737.48 | 12,861.21 | 10,423.37 | 13,306.82 | 10,177.97 | 136,108.05 |
| Attendant/Cashier Labor | | 14,601.28 | 21,908.69 | 14,624.04 | 15,326.91 | 14,675.83 | 14,744.77 | 14,598.18 | 14,460.50 | 21,779.99 | 14,556.50 | 14,996.27 | 15,185.54 | 191,459.50 |
| Landscaping Maintenance | | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 2,600.04 |
| FP&L | | 1,150.96 | 1,172.72 | 1,276.13 | 1,245.87 | 2,179.24 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 1,404.98 | 16,859.78 |
| Revenue Control Equipment Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 239.00 | 0.00 | 30.00 | 0.00 | 0.00 | 269.00 |
| Elevator Maintenance | | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 0.00 | 0.00 | 0.00 | 312.00 | 624.00 | 3,139.50 | 5,899.50 |
| Armed Guard Revenue Pickup | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 455.00 | 525.00 | 420.00 | 6,054.62 |
| Garage Cleaning/Maintenance | | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,450.00 | 1,598.50 | 1,450.00 | 1,450.00 | 1,483.00 | 17,812.50 |
| | 13th St. - 17A EXPENSES | 28,516.02 | 36,205.39 | 28,962.74 | 32,752.54 | 29,890.62 | 28,891.31 | 31,040.11 | 29,025.81 | 38,378.53 | 28,848.52 | 32,523.74 | 32,027.66 | 377,062.99 |
| | 13th St. -17A PROFIT/(LOSS) | 24,163.98 | 17,837.30 | 24,528.78 | 25,631.35 | 30,931.52 | 46,654.06 | 29,792.34 | 28,882.97 | 13,518.47 | 27,172.58 | 27,495.88 | 15,567.17 | 312,176.40 |

| LOCATION | ACCOUNTING CODE | 2001 October | 2001 November | 2001 December | 2002 January | 2002 February | 2002 March | 2002 April | 2002 May | 2002 June | 2002 July | 2002 August | 2002 September | FY 2001/2002 TOTAL |
|---------------------------------|------------------------------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 13th Street Garage - 17A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344566 | 35,899.53 | 39,704.67 | 48,733.70 | 54,790.14 | 54,390.32 | 77,671.33 | 59,950.29 | 54,383.08 | 47,829.10 | 49,161.20 | 53,615.90 | 40,880.78 | 617,010.04 |
| Revenue-Monthly Permits | 480-8000-344527 | 9,180.00 | 8,940.00 | 8,760.00 | 8,820.00 | 8,220.00 | 7,980.00 | 7,620.00 | 7,320.00 | 8,340.00 | 7,260.00 | 7,980.00 | 8,220.00 | 98,640.00 |
| | 13th St. - 17A REVENUE | 45,079.53 | 48,644.67 | 57,493.70 | 63,610.14 | 62,610.32 | 85,651.33 | 67,570.29 | 61,703.08 | 56,169.10 | 56,421.20 | 61,595.90 | 49,100.78 | 715,650.04 |
| | (Sales Tax Excluded) | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 7,142.75 | 7,108.79 | 7,166.41 | 7,119.48 | 6,997.61 | 7,147.96 | 7,195.87 | 8,245.09 | 8,637.02 | 10,823.70 | 12,883.59 | 11,049.26 | 101,517.53 |
| Attendant/Cashier Labor | | 13,937.21 | 14,172.20 | 14,461.81 | 14,696.96 | 13,857.82 | 14,075.59 | 14,164.58 | 14,765.85 | 13,999.64 | 14,581.81 | 14,755.44 | 14,789.62 | 172,258.53 |
| Landscaping Maintenance | | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 216.67 | 2,600.04 |
| FP&L | | 1,280.63 | 921.48 | 1,494.51 | 1,596.48 | 1,530.93 | 1,387.84 | 1,244.67 | 1,138.47 | 1,255.03 | 1,171.78 | 1,162.33 | 1,327.70 | 15,511.85 |
| Elevator Maintenance | | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 304.00 | 3,648.00 |
| Armed Guard Revenue Pickup | | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 517.18 | 6,206.16 |
| Garage Cleaning/Maintenance | | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 1,483.00 | 17,796.00 |
| | 13th St. - 17A EXPENSES | 24,881.44 | 24,723.32 | 25,643.58 | 25,933.77 | 24,907.21 | 25,132.24 | 25,125.97 | 26,670.26 | 26,412.54 | 29,098.14 | 31,322.21 | 29,687.43 | 319,538.11 |
| | 13th St. -17A PROFIT/(LOSS) | 20,198.09 | 23,921.35 | 31,850.12 | 37,703.11 | 37,703.11 | 60,519.09 | 42,444.32 | 35,032.82 | 29,756.56 | 27,323.06 | 30,273.69 | 19,413.35 | 396,111.93 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|---------------------------------------|-----------------|------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|-------------------|--------------|--------------|----------------|-------------------|-----------------------|
| 16th Street - Anchor Garage | | | | | | | | | | | | | | |
| Revenue-Ticket | 463-8000-344911 | 76,425.24 | 85,206.68 | 86,298.69 | 94,582.18 | 118,038.51 | 164,273.90 | 101,423.32 | 99,099.99 | 0.00 | 0.00 | 0.00 | 0.00 | 825,348.51 |
| Revenue - Valet | 463-8000-344587 | 20,015.89 | 20,326.63 | 26,858.41 | 14,436.45 | 37,707.01 | 20,244.86 | 13,807.94 | 20,293.50 | 0.00 | 0.00 | 0.00 | 0.00 | 173,690.69 |
| Revenue-Monthly Permits | 463-8000-344903 | 28,750.00 | 28,200.00 | 23,050.00 | 23,550.00 | 28,100.00 | 29,494.86 | 28,300.00 | 28,200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 215,644.86 |
| 16th St. Anchor - REVENUE | | | | | | | | | | | | | | |
| (Sales Tax Excluded) | | 123,191.13 | 133,733.31 | 136,207.10 | 132,568.63 | 183,845.52 | 214,013.62 | 143,531.26 | 147,593.49 | 0.00 | 0.00 | 0.00 | 0.00 | 1,214,684.06 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 12,428.89 | 10,171.83 | 13,395.77 | 13,665.72 | 9,837.47 | 13,607.43 | 13,622.77 | 17,009.29 | 0.00 | 0.00 | 0.00 | 0.00 | 103,739.17 |
| Attendant/Cashier Labor | | 15,887.24 | 16,050.82 | 15,831.23 | 16,378.83 | 16,584.82 | 17,423.33 | 18,028.61 | 16,430.45 | 0.00 | 0.00 | 0.00 | 0.00 | 130,615.13 |
| FP&L | | 3,800.00 | 3,800.00 | 3,800.00 | 3,800.00 | 3,800.00 | 3,800.00 | 3,800.00 | 3,800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30,400.00 |
| Revenue Control Equipment Maintenance | | 775.00 | 775.00 | 775.00 | 775.00 | 775.00 | 775.00 | 775.00 | 775.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,200.00 |
| Armed Guard Revenue Pickup | | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 420.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,360.00 |
| Elevator Maintenance | | 1,278.82 | 1,743.82 | 155.00 | 1,015.32 | 1,015.32 | 1,015.32 | 1,015.32 | 1,097.97 | 0.00 | 0.00 | 0.00 | 0.00 | 8,336.89 |
| Landscape and Lot Maintenance | | 164.67 | 152.00 | 164.67 | 164.67 | 164.67 | 164.67 | 164.67 | 152.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,292.02 |
| Garage Cleaning/Maintenance | | 2,924.40 | 2,924.00 | 2,924.00 | 2,924.00 | 2,924.00 | 2,924.00 | 2,924.00 | 4,869.00 | 0.00 | 0.00 | 0.00 | 0.00 | 44,738.80 |
| Sanitation (Waste Removal) | | 171.64 | 171.64 | 171.43 | 181.96 | 181.96 | 174.34 | 171.64 | 179.01 | 0.00 | 0.00 | 0.00 | 0.00 | 1,403.62 |
| Fire Alarm Service | | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 16th St. - Anchor EXPENSES | | 38,100.86 | 36,459.11 | 37,887.10 | 39,575.50 | 35,953.04 | 40,564.09 | 58,573.41 | 44,982.72 | 0.00 | 0.00 | 0.00 | 0.00 | 332,085.63 |
| 16th St. PROFIT/(LOSS) | | 85,090.47 | 97,274.20 | 98,320.00 | 92,993.13 | 147,892.48 | 173,459.53 | 84,957.85 | 102,610.77 | 0.00 | 0.00 | 0.00 | 0.00 | 882,598.43 |

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|---------------------------------------|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|------------------|------------------|------------------|-------------------|-----------------------|
| 16th Street - Anchor Garage | | | | | | | | | | | | | | |
| Revenue-Ticket | 463-8000-344911 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 41,602.27 | 78,888.26 | 78,940.89 | 60,237.40 | 259,668.82 |
| Revenue - Valet | 463-8000-344587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,528.04 | 27,238.32 | 20,904.67 | 20,751.40 | 80,422.43 |
| Revenue-Monthly Permits | 463-8000-344903 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 | 25,400.00 | 26,250.00 | 26,300.00 | 78,050.00 |
| 16th St. Anchor - REVENUE | | | | | | | | | | | | | | |
| (Sales Tax Excluded) | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 53,230.31 | 131,526.58 | 126,095.56 | 107,288.80 | 418,141.25 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,645.65 | 13,912.95 | 16,779.23 | 13,115.19 | 53,453.02 |
| Attendant/Cashier Labor | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,497.82 | 15,087.01 | 15,440.52 | 17,158.12 | 59,183.47 |
| FP&L | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,850.00 | 3,800.00 | 3,800.00 | 3,800.00 | 14,250.00 |
| Revenue Control Equipment Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 775.00 | 775.00 | 775.00 | 775.00 | 3,300.00 |
| Armed Guard Revenue Pickup | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 517.18 | 566.67 | 525.00 | 420.00 | 2,028.85 |
| Elevator Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,561.00 | 1,561.00 | 1,561.00 | 1,542.74 | 3,103.74 |
| Landscape and Lot Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 450.00 | 164.67 | 164.67 | 164.67 | 944.01 |
| Garage Cleaning/Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,657.16 | 2,924.40 | 3,024.40 | 2,924.40 | 10,530.36 |
| Sanitation (Waste Removal) | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 131.25 | 175.00 | 168.27 | 168.71 | 643.23 |
| Fire Alarm Service | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 180.00 | 430.00 | 250.00 | 250.00 | 1,110.00 |
| 16th St. - Anchor EXPENSES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,704.06 | 37,835.70 | 42,488.09 | 40,518.83 | 148,546.68 |
| 16th St. PROFIT/(LOSS) | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,526.25 | 93,690.88 | 83,607.47 | 66,769.97 | 289,594.57 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

| LOCATION | ACCOUNTING CODE | 2003 October | 2003 November | 2003 December | 2004 January | 2004 February | 2004 March | 2004 April | 2004 May | 2004 June | 2004 July | 2004 August | 2004 September | FY 2003/2004 TOTAL |
|---------------------------------------|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------|--------------|----------------|-------------------|-----------------------|
| 42nd Street Garage - 8A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344531 | 3,350.48 | 2,763.56 | 3,415.88 | 3,842.04 | 10,966.37 | 3,644.84 | 3,200.92 | 4,165.41 | 0.00 | 0.00 | 0.00 | 0.00 | 35,349.50 |
| Revenue-Monthly Permits | 480-8000-344595 | 34,620.00 | 34,980.00 | 35,780.00 | 33,780.00 | 35,040.00 | 35,100.00 | 35,100.00 | 34,440.00 | 0.00 | 0.00 | 0.00 | 0.00 | 278,820.00 |
| | 42nd St. - 8A REVENUE | 37,970.48 | 37,743.56 | 39,175.88 | 37,622.04 | 46,006.37 | 38,744.84 | 38,300.92 | 38,605.41 | 0.00 | 0.00 | 0.00 | 0.00 | 314,169.50 |
| | (Sales Tax Excluded) | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 8,206.59 | 8,797.59 | 9,113.55 | 8,728.04 | 9,214.77 | 8,245.44 | 8,245.44 | 10,306.80 | 0.00 | 0.00 | 0.00 | 0.00 | 70,856.22 |
| Attendant/Cashier Labor | | 3,255.18 | 3,257.79 | 3,077.53 | 2,837.18 | 4,731.24 | 3,317.88 | 3,210.77 | 3,537.33 | 0.00 | 0.00 | 0.00 | 0.00 | 27,224.90 |
| FP&L | | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 0.00 | 0.00 | 0.00 | 0.00 | 14,447.68 |
| Revenue Control Equipment Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Elevator Maintenance | | 536.00 | 536.00 | 536.00 | 536.00 | 536.00 | 536.00 | 430.00 | 1,190.80 | 0.00 | 0.00 | 0.00 | 0.00 | 4,836.80 |
| Landscape Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Garage Cleaning/Maintenance | | 1,796.50 | 1,780.00 | 1,796.50 | 1,796.50 | 1,763.50 | 1,796.50 | 1,780.00 | 1,780.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14,289.50 |
| | 42nd St. - 8A EXPENSES | 15,600.23 | 16,177.34 | 16,329.54 | 15,703.68 | 18,051.47 | 15,701.78 | 15,472.17 | 18,620.89 | 0.00 | 0.00 | 0.00 | 0.00 | 131,657.10 |
| | 42nd St. PROFIT/(LOSS) | 22,370.25 | 21,566.22 | 22,846.34 | 21,918.36 | 27,954.90 | 23,043.06 | 22,828.75 | 19,984.52 | 0.00 | 0.00 | 0.00 | 0.00 | 182,512.40 |

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|---------------------------------------|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-----------------------|
| 42nd Street Garage - 8A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344531 | 2,068.55 | 1,661.97 | 1,616.89 | 2,474.77 | 6,040.17 | 2,375.90 | 2,602.80 | 3,376.65 | 2,976.64 | 2,871.04 | 2,828.05 | 2,622.43 | 33,515.86 |
| Revenue-Monthly Permits | 480-8000-344595 | 36,300.00 | 35,940.00 | 35,640.00 | 34,680.00 | 35,160.00 | 34,320.00 | 34,440.00 | 34,200.00 | 34,680.00 | 34,500.00 | 34,500.00 | 34,740.00 | 419,100.00 |
| | 42nd St. - 8A REVENUE | 38,368.55 | 37,601.97 | 37,256.89 | 37,154.77 | 41,200.17 | 36,695.90 | 37,042.80 | 37,576.65 | 37,656.64 | 37,371.04 | 37,328.05 | 37,362.43 | 452,615.86 |
| | (Sales Tax Excluded) | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 10,877.14 | 8,244.21 | 8,143.74 | 10,305.98 | 8,690.43 | 8,230.10 | 10,989.83 | 8,988.60 | 11,395.97 | 9,140.34 | 11,484.72 | 8,883.48 | 115,374.54 |
| Attendant/Cashier Labor | | 2,639.24 | 3,695.43 | 2,477.56 | 2,507.41 | 3,984.97 | 2,718.84 | 2,631.78 | 2,989.97 | 4,430.24 | 2,897.94 | 3,182.84 | 3,082.75 | 37,239.97 |
| FP&L | | 1,539.31 | 1,459.55 | 1,341.18 | 1,510.98 | 3,178.78 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 21,671.52 |
| Revenue Control Equipment Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -217.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Elevator Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 536.00 | 536.00 | 536.00 | 536.00 | 536.00 | 536.00 | 3,216.00 |
| Landscape Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 182.00 | 0.00 | 0.00 | 0.00 | 182.00 |
| Garage Cleaning/Maintenance | | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,796.50 | 1,796.50 | 1,780.00 | 16,938.00 |
| | 42nd St. - 8A EXPENSES | 16,340.69 | 14,685.19 | 13,247.48 | 15,609.37 | 17,139.18 | 14,039.90 | 17,466.07 | 15,368.03 | 19,635.17 | 16,176.74 | 18,806.02 | 16,088.19 | 194,622.03 |
| | 42nd St. PROFIT/(LOSS) | 22,027.86 | 22,916.78 | 24,009.41 | 21,545.40 | 24,060.99 | 22,656.00 | 19,576.73 | 22,188.62 | 18,021.47 | 21,194.30 | 18,522.03 | 21,274.24 | 257,993.83 |

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

| LOCATION | ACCOUNTING CODE | 2002 October | 2002 November | 2002 December | 2003 January | 2003 February | 2003 March | 2003 April | 2003 May | 2003 June | 2003 July | 2003 August | 2003 September | FY 2002/2003 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 42nd Street Garage - 8A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344531 | 2,068.55 | 1,661.97 | 1,616.89 | 2,474.77 | 6,040.17 | 2,375.90 | 2,602.80 | 3,376.65 | 2,976.64 | 2,871.04 | 2,828.05 | 2,622.43 | 33,515.86 |
| Revenue-Monthly Permits | 480-8000-344595 | 36,300.00 | 35,940.00 | 35,640.00 | 34,680.00 | 35,160.00 | 34,320.00 | 34,440.00 | 34,200.00 | 34,680.00 | 34,500.00 | 34,500.00 | 34,740.00 | 419,100.00 |
| 42nd St. - 8A REVENUE (Sales Tax Excluded) | | 38,368.55 | 37,601.97 | 37,256.89 | 37,154.77 | 41,200.17 | 36,695.90 | 37,042.80 | 37,576.65 | 37,656.64 | 37,371.04 | 37,328.05 | 37,362.43 | 452,615.86 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 10,877.14 | 8,244.21 | 8,143.74 | 10,305.98 | 8,690.43 | 8,230.10 | 10,989.83 | 8,988.60 | 11,395.97 | 9,140.34 | 11,484.72 | 8,883.48 | 115,374.54 |
| Attendant/Cashier Labor | | 2,639.24 | 3,696.43 | 2,477.56 | 2,507.41 | 3,984.97 | 2,718.84 | 2,631.78 | 2,989.97 | 4,430.24 | 2,897.94 | 3,182.84 | 3,082.75 | 37,239.97 |
| FP&L | | 1,539.31 | 1,459.55 | 1,341.18 | 1,510.98 | 3,178.78 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 1,805.96 | 21,671.52 |
| Revenue Control Equipment Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 217.50 | -217.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Elevator Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 536.00 | 536.00 | 536.00 | 536.00 | 536.00 | 536.00 | 3,216.00 |
| Landscape Maintenance | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 162.00 | 0.00 | 0.00 | 0.00 | 162.00 |
| Garage Cleaning/Maintenance | | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,796.50 | 1,796.50 | 1,780.00 | 16,938.00 |
| 42nd St. - 8A EXPENSES | | 16,340.69 | 14,685.19 | 13,247.48 | 15,609.37 | 17,139.18 | 14,039.90 | 17,466.07 | 15,388.03 | 19,635.17 | 16,176.74 | 18,806.02 | 16,088.19 | 194,622.03 |
| 42nd St. PROFIT/(LOSS) | | 22,027.86 | 22,916.78 | 24,009.41 | 21,545.40 | 24,060.99 | 22,656.00 | 19,576.73 | 22,188.62 | 18,021.47 | 21,194.30 | 18,522.03 | 21,274.24 | 257,993.83 |

| LOCATION | ACCOUNTING CODE | 2001 October | 2001 November | 2001 December | 2002 January | 2002 February | 2002 March | 2002 April | 2002 May | 2002 June | 2002 July | 2002 August | 2002 September | FY 2001/2002 TOTAL |
|--|-----------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------------|
| 42nd Street Garage - 8A | | | | | | | | | | | | | | |
| Revenue-Ticket | 480-8000-344531 | 1,601.88 | 1,333.32 | 1,521.14 | 1,880.75 | 12,211.58 | 1,915.21 | 2,176.52 | 3,171.84 | 1,733.32 | 2,189.65 | 2,268.56 | 1,882.57 | 33,886.34 |
| Revenue-Monthly Permits | 480-8000-344595 | 21,540.00 | 19,200.00 | 19,500.00 | 18,060.00 | 16,380.00 | 17,040.00 | 18,120.00 | 17,760.00 | 18,660.00 | 18,300.00 | 38,360.00 | 35,700.00 | 258,620.00 |
| 42nd St. - 8A REVENUE (Sales Tax Excluded) | | 23,141.88 | 20,533.32 | 21,021.14 | 19,940.75 | 28,591.58 | 18,955.21 | 20,296.52 | 20,931.84 | 20,393.32 | 20,489.65 | 38,628.56 | 37,582.57 | 290,506.34 |
| Expenses | | | | | | | | | | | | | | |
| Security Personnel | | 5,790.16 | 8,179.71 | 7,737.08 | 7,429.88 | 7,516.66 | 7,530.52 | 7,768.30 | 7,628.81 | 9,240.26 | 11,182.27 | 13,105.58 | 12,017.45 | 105,126.68 |
| Attendant/Cashier Labor | | 3,050.19 | 2,474.28 | 2,320.23 | 2,242.02 | 4,680.24 | 2,737.35 | 2,471.91 | 2,628.33 | 2,479.02 | 2,381.85 | 2,526.02 | 2,522.32 | 32,513.76 |
| FP&L | | 1,471.76 | 1,480.00 | 744.79 | 1,423.20 | 1,433.94 | 1,850.98 | 1,647.89 | 1,655.88 | 1,650.65 | 1,629.72 | 1,358.53 | 1,587.13 | 17,944.47 |
| Garage Cleaning/Maintenance | | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 1,285.00 | 15,420.00 |
| 42nd St. - 8A EXPENSES | | 11,597.11 | 13,418.99 | 12,087.10 | 12,380.10 | 14,915.84 | 13,403.85 | 13,173.10 | 13,198.02 | 14,654.93 | 16,478.84 | 18,275.13 | 17,421.90 | 171,004.91 |
| 42nd St. PROFIT/(LOSS) | | 11,544.77 | 7,114.33 | 8,934.04 | 7,560.65 | 13,675.74 | 5,551.36 | 7,123.42 | 7,733.82 | 5,738.39 | 4,010.81 | 20,353.43 | 20,160.67 | 119,501.43 |

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: STATUS REPORT ON THE REHABILITATION OF THE EXISTING
BUILDING AND CONSTRUCTION OF THE NEW FIRE STATION NO. 2.**

The improvements being made to Fire Station No. 2 include full historic renovation of the existing facility, and construction of an additional facility that will include three apparatus bays and living quarters for the fire crews.

The water tanks and related pump station were added to the Jasco Construction Company (Jasco) Construction Manager at Risk Contract. STA Architectural Group (STA) is the architect/engineer (A/E) for the Fire Station components and Camp Dresser & McKee (CDM) is the A/E for the water tanks/pump station components.

Construction on the Water Tanks and Pump Station Project began on June 9, 2003. Jasco substantially completed the tanks and pump station on June 16, 2004. The tanks are now in use, and the pumps are working as designed. The Resident Project Representative from CDM has prepared a "punch-list" of the items needing final touch-up. Jasco is currently completing the items on this list, in order to declare Final Completion of the project.

On November 25, 2003, Jasco presented to the City the final proposal for GMP for the Fire Station portion of the project, which includes the construction of a new fire station, including an Emergency Operations Center (EOC), renovation of the existing building for use as administrative offices, and needed modifications to the site drainage, as planned. On December 10, 2003, the Mayor and City Commission approved the Guaranteed Maximum Price, in the amount of \$8,096,580, awarded a contract to Jasco, and appropriated the additional funding necessary to complete the Project. The construction of the new Fire Station is to begin immediately after the final completion of the Water Tanks and Pump Station Project in July of 2004.

The contract has been signed by Jasco. The first Notice to Proceed is expected to be issued the week of July 12, 2004. Construction of the new Fire Station is expected to require 15 months, following which, the renovation of the historic building will require an estimated 10 additional months.

JMG/RCM/TJ/JECH/MB

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Agenda Item C

Date 7-9-04

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: STATUS REPORT ON FIRE STATION NO. 4 PROJECT

Past Events

The City Commission, on July 2, 2003, issued a directive to the Administration to pursue the Certificate of Appropriateness for Demolition of the existing building. The Historic Preservation Board (HPB) approved a motion to recommend to the City Commission that the building be demolished. The HPB also approved a motion authorizing the revisions to the previously approved new building, and added some requirements with regard to landscaping, breeze block, monument, and curb/swale/sidewalk configuration. On October 15, 2003, the City Commission held a public hearing and voted to approve a Certificate of Appropriateness for the demolition of the fire station.

It is important to note that the additional requirements added to the new building are estimated to total approximately \$500,000 and are currently unfunded. Included in these requirements are: the increase of the square footage of the building, the upgrading of the venting system to more efficiently eliminate the fumes created by the running engines, the HPB and other regulatory agencies requirements on landscaping and utility feeding connection locations, and the replenishing of the Project's Contingency and allowance for the FFE scope, estimated at \$200,000. If the estimates are correct when the Project gets to the formal pricing stage and the elements are determined necessary, then additional funds will be identified in order to fully fund the construction of the project.

The Consultant has developed and submitted drawings for the full demolition of the existing fire station. Carivon Construction, Inc. (Carivon) was selected through the Job Order Contracting (JOC) Program to demolish the existing building. The drawings reflecting the scope for the demolition of the existing fire station were approved. However, due to the ordinance requirements regarding demolition of structures within historic sites, a demolition permit cannot be issued, and the City cannot demolish the existing Fire Station building, until a building permit on the new Fire Station is issued.

The seawall restoration at the Fire Station No. 4 site is also being added to the project. On April 14, 2004, the City's Public Works Department confirmed sufficient funding for the costs of the seawall restoration and associated repair scope of work. This portion of the project is being funded by the Shoreline and Seawall Rehabilitation Program portion of the General Obligation Bond.

Agenda Item D

Date 5957-7-04

The Designer, Coastal Planning Engineers, has prepared the construction drawings for the seawall restoration and completed the permitting process through both Miami-Dade County DERM and the City's Building Department.

Status Update

After receiving approval from the Miami-Dade County DERM on April 9, 2004, the Consultant submitted the plans for the new Fire Station to the City's Building Department to complete their review. Pursuant to the Planning Department's recent request, the plans have been revised to include the site master plan, of which only the landscaping portion contained within the property lines will be implemented at this point. The Building Department also regulated that the re-striping of the parking lot and corresponding pedestrian connector to the seawall promenade be implemented in compliance with ADA regulations. The other elements shown on the master plan, such as, the 69th Street street-end, the circular drive around the existing pump station, and the installation of the proposed monument are included for reference only, due to budget constraints.

The new construction plans were approved by the City's Building Department on June 14, 2004; consequently, permitting for demolition can now proceed. Carivon will obtain the permit for the construction of the new Fire Station in order to satisfy the ordinance requirements. Carivon and their demolition subcontractor, Lango Equipment, are now in the process of obtaining an Asbestos Letter from the Miami-Dade County Department of Environmental Resource Management (DERM) that would allow them to perform asbestos abatement before the existing building is demolished. The letter is expected by mid-July 2004 and once in hand the City's Building Department will formalize the issuance of the demolition permit.

The above means that demolition is now estimated to begin in mid-July 2004. All needed reviews have now been successfully completed allowing Carivon to submit the permit applications requesting formal issuance from the Building Department.

At this time, the CIP Office has submitted to Carivon construction plans for the new fire station building and the seawall repair and is working with Carivon to price the construction of both projects. Preliminary cost estimates are expected by the second week of July 2004, by the time the demolition of the existing structure will commence.

It is anticipated that construction will commence prior to Fall 2004, after the demolition of the existing building.


JMG/RCM/TH/ar

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

Subject: **INFORMATIONAL REPORT TO THE MAYOR AND CITY COMMISSION,
ON FEDERAL, STATE, MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND
ALL EXISTING CITY CONTRACTS FOR RENEWAL OR EXTENSIONS IN
THE NEXT 180 DAYS.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing city contracts for renewal or extensions, which by their terms or pursuant to change orders exceed \$10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from \$10,000 to \$25,000.

The administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida, U.S. Communities and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, U.S. Communities and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

| | DESCRIPTION | VENDOR | EXPIRATION DATE | RENEWAL TERMS |
|----|--|-----------------------------------|--------------------|--|
| 1. | GRAFFITI CONTROL SERVICE TO THE CITY OF MIAMI BEACH | Florida Graffiti Control, Inc. | 12/20/2004 | None |
| 2. | SHOES AND BOOTS (UNIFORM) FOR MIAMI-DADE COUNTY DEPARTMENTS. | Various | 09/30/2004 | May be extended for an additional three (1) year periods. |

JMG:PDW:GL
T:\AGENDA\2004\Jun0904\Consent\180-DayReport.doc

A handwritten signature in black ink, possibly "JMG", with a large "gl" written above it.

AGENDA ITEM

E

DATE

7-7-04


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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: MAYOR AND COMMISSIONERS

CC: JORGE GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER 

DATE: June 10, 2004

RE: For Your Information-Provided by the Performing Arts Center Trust

Attached please find the minutes of the May 18, 2004 PACT Board Meeting. I have also included the agenda for the meeting on June 14, 2004.

MB/lw

RECEIVED
2004 JUN 10 PM 5:05
CITY MANAGER'S OFFICE
BY _____

Agenda Item F1
Date 599-7-04

Minutes of the Board
Performing Arts Center Trust
May 18, 2004
TEMPLE ISRAEL of GREATER MIAMI
137 NORTHEAST 19TH STREET
THE KAHN ROOM
8:30 AM

IN ATTENDANCE:

J. Ricky Arriola
Sonia Burini
Stuart Blumberg
Ruth Greenfield
Matti Herrera-Bower
James Herron
Robert Ingram
Elizabeth Ruth Johnston
Susie Krajsa
Nancy Liebman
Juan Loumiet
Denise Mincey-Mills
Antonio Roca
Richard Shack
Parker Thomson
Penny Thurer
Judy Weiser
David Wilson
Velia Yedra
Cindi Zilber

ABSENT:

Matilde Aguirre
Stanley Arkin
Roger Carlton
Bruce Davidson
I. Stanley Levine
Florene Litthcut
Jay Pons
Mario Ernesto Sanchez
Betsy Kaplan
Rosa Sugrañes
Carole Ann Taylor
Marco Rubio

PACT:

Michael Hardy
Yadira Boada
Etain Connor
Gail Eaton
Elaiza Irizarry
Judy Litt
Mara Luzzo
Justin Macdonnell
Luis Palomares
Adriana Perez
Teresa Randolph
Katy Richardson
Valerie Riles- Robinson

PACMO:

Gail Thompson
Ola Aluko

OTHERS IN ATTENDANCE:

John Caliste, Performing Arts Center Foundation
Sam Delgado, Miami-Dade County Art in Public Places
Ivan Rodríguez, Miami-Dade County Art in Public Places
Roberto Espejo, Cesar Pelli & Associates
Lou Falzarano, IATSE
Nancy Herstand, Performing Arts Center Foundation
Bill Johnson, Assistant County Manager, Miami-Dade County
Catherine Lackner, Wragg & Casas
Neal Hall, Performing Arts Center Builders
Steven Pollock, Office of the Inspector General
Michael Spring, Department of Cultural Affairs
Randy Volenec, Cesar Pelli & Associates
Fred Tasker, Miami Herald Publishing Co.

1 Performing Arts Center Trust Chairman, Parker Thomson, called the meeting to order.

2 3 **Request for Excused Absences**

4 Teresa Randolph requested retroactive excused absences for the March 19, 2004, meeting for
5 Elizabeth Ruth Johnston due to illness. Excused absences were also requested for the May 18,
6 2004 meeting for Mario Ernesto Sanchez, Stanley Levine, T. Willard Fair, Stanley Arkin and
7 Rosa Sugrañes who are out of town. A motion to accept the excused absences was made by
8 Stu Blumberg and seconded by James Herron. The motion passed unanimously.
9

10 **Approval of Minutes**

11 A motion to approve the minutes of the March 9, 2004 Board meeting was made by Judy Weiser
12 and seconded by Sonia Burini. The motion passed unanimously.
13

14 Parker Thomson prefaced the President's Report by giving Board members a synopsis of
15 construction related events that transpired since the March Board of Directors Meeting. At the
16 last Executive Committee Meeting the committee passed a resolution urging the County
17 Manager to complete negotiations with the PACB and CPA by June 1, 2004.
18

19 **President's Report**

20 On May 25th, Massachusetts Institute of Technology (MIT) will make its final Digital Media
21 Center Project presentation. After the presentation, a business plan will be developed based on
22 the most promising MIT proposals.
23

24 The Urban Land Institute (ULI) conducted a two-day charrette examining parking opportunities
25 around the Performing Arts Center. Roger Carlton has agreed to chair an ad hoc parking
26 committee. ULI submitted a final report describing the most promising options. The deadline for
27 deciding which way to proceed is in six months in order to have the garage ready when the
28 Center opens.
29

30 Next week Dr. Hardy and representatives from the Resident Companies will meet with Hodding
31 Carter of the Knight Foundation to finalize the second phase of the Knight Foundation Grant.
32

33 Dr. Hardy introduced newest staff member Mara Luzzo. Mrs. Luzzo was in charge of the
34 Tessitura implementation for the Boston Symphony Orchestra and has been retained to
35 supervise the Tessitura project implementation for MPAC. MPAC expects to start selling tickets
36 no later than October 2005.
37

38 Requests for Proposals (RFP) for food and concession services and for scheduling software
39 systems have been prepared.
40

41 Chief Financial Officer interviews will begin in June. Members of the Finance Committee and
42 MPAC staff will interview the four candidates.
43

44 Negotiations to present a Broadway series at MPAC will conclude in the summer.
45

46 The MPAC Web site will be launched in late summer or early fall.
47

48 Gail Eaton introduced Luis Palomares, the new Public Relations manager. Luis will replace the
49 outside public relations firm.
50

1 A motion was made by Antonio Roca and seconded by Elizabeth Johnston that the Board
2 request a contingency plan from the County Manager that will minimize downtime, if in fact the
3 County decides to fire PACB:

4
5 Bill Johnson assured the Board that the County is analyzing several options. He stated
6 that the County Manager is working closely with county attorneys to resolve the issues
7 with the PACB and CP&A by June 1st

8
9 Juan Loumiet explained the complications of dealing with a construction contract of this
10 size when a bond is in place. Mr. Loumiet stated that if the contract is terminated, PACT
11 will have only limited influence because of the bond company's rights.

12
13 Elizabeth Johnston stated that many of the problems we are encountering occur in all
14 large construction projects. She suggested that the Center stay in the forefront of the
15 community through activities and community programming. Dr. Hardy responded that the
16 MPAC is already sponsoring several of these types of presentations in the community.

17
18 After lengthy discussion, a motion to call the question was made by Robert Ingram and
19 seconded by Stu Blumberg. The motion passed with eleven ayes and nine nays.

20
21 The original motion was voted upon and failed with five ayes and fifteen nays.

22 **PACT COMMITTEE REPORTS**

23 **Executive Report**

24
25 A motion to approve the Executive Committee's motions accepting the new deadline of June 1
26 for the County to formally resolve all schedule, budget and construction issues with PACB and
27 CP&A was made by James Herron and seconded by Betsy Kaplan. The motion passed with 18
28 ayes and two nays.

29 **Finance Committee**

30
31 David Wilson read a resolution adopted by the Finance Committee expressing their concern
32 pertaining to pre-opening and post operating costs. Michael Hardy clarified that the effect of the
33 resolution was to call for a meeting of the Trust and the Foundation leadership. The said
34 meeting has been scheduled for next week. It was agreed that the resolution needed only to be
35 reported to the Board to make them aware that such a meeting would take place.

36 **Management Committee**

37
38 Juan Loumiet reported that the Management Committee met twice to clarify and define the
39 responsibilities of the Committee. The Committee will meet when necessary. Mr. Loumiet invited
40 members to attend the next meeting.

41 **Audit Committee**

42
43 Juan Loumiet reported that the Audit Committee voted to approve the financial statements,
44 subject to changes to Note 1 regarding the treatment of Donated Services as follows:

45 "Donated services are treated as Revenue and also recognized as an offsetting Expense
46 item. During the year ended 2003, the Trust received \$20,240 in pro-bono legal services

1 from Akerman Senterfitt and the donated amount is recognized as Revenue and
2 offsetting Expense items.”
3

4 **Education Committee**

5 Reporting for the Education Committee, Susie Krajsa, gave an overview of the Education Report
6 submitted by education consultant, Heidi Rettig. The report will serve as a blueprint for future
7 activities to be developed by the Miami Performing Arts Center. Four key-point strategies are
8 highlighted in the report. Other current projects discussed at the Education Committee meeting
9 were Arts-4-Learning, the Stilt Project and Elder Hostel, a project which will foster arts
10 immersion experiences for adults.
11

12 **Construction Committee**

13 Gail Thompson reported on major milestones achieved up to date at the site. She mentioned
14 that they are still awaiting installation of the reverberation doors scheduled to commence in
15 June. The bidding process for the Security Systems has begun and they are working on a
16 telecommunications design. The current status of the GMP is \$264 million, \$9 million dollars
17 more than the original \$255. Over the course of the last two years there have been 991 change
18 orders submitted and 453 approved. Ms. Thompson commented to the group that the County
19 Manager is in very serious negotiations with PACB and the County anticipates resolution in the
20 next two weeks. Considerable time has been spent on contingency plans if termination occurs.
21 Last month the County mediated another \$2.2 million steel delay claim as part of the effort to
22 resolve rejected or un-resolved work orders.
23

24 There was no Inspector General's report.
25
26

27 **OTHER REPORTS**

28 **Department of Cultural Affairs**

29 Ivan Rodriguez, Director of Art in Public Places presented a PowerPoint presentation with
30 images of Cundo Bermudez's work. Mr. Bermudez has created a glass mosaic mural that when
31 completed will be 28 feet tall and 40 feet long.
32
33

34 The presentation also contained images of the curtain that will be in the Ziff Ballet Opera House.
35

36 **Performing Arts Center Foundation**

37 Nancy Herstand reported that total campaign gifts to date are \$54.4 million. She detailed
38 campaign commitments from July 1, 2003 to date and explained that most of these major gifts
39 are directed to the Premier Seating Program.
40

41 On May 20 The Next Generation Committee will celebrate attaining their \$500,000 goal to name
42 the Green Room in the Ziff Ballet Opera House.
43

44 Ms. Herstand reported on tours conducted at the site by the Foundation in support of the capital
45 campaign. She also spoke about the development of two key lower level fund raising programs
46 as part of the Second Century Fund that will be launched next fall.
47

48 She concluded her report by informing the members that under the Knight Foundation Grant,
49 the Trust and the Foundation began work with consultant Al Milano (Milano, Ruff & Associates)
50 to address the following:

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1. Key capital campaign issues
2. Development of a transition plan from the capital campaign to annual funding
3. Establishment of a permanent in-house fund raising operation for the Center.

Meeting adjourned.

Reported by
Yadira E. Boada
Administrative Assistant
to the President/CEO

AGENDA

SPECIAL PACT BOARD MEETING

Monday, June 14, 2004

Temple Israel

137 Northeast 19 Street

8:30 AM

- I. Request for Excused Absences
- II. Approval of Minutes
- III. President's Report, Michael C. Hardy, PACT President and CEO
- IV. PACT Committee Reports
 - A. Finance Committee
 - B. Construction Committee
 - 1) Inspector General's Report
- V. Reports
 - A. Department of Cultural Affairs
 - B. PACT Board Members
- VI. Other Business

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **PRESENTATION AND REPORT ON THE 2004 STATE LEGISLATIVE
SESSION BY THE CITY'S STATE LOBBYISTS, GARY RUTLEDGE,
FAUSTO GOMEZ AND BOB LEVY.**

ANALYSIS

Attached, please find the final legislative report on the 2004 Session of the Florida Legislature, provided by the City's representatives in Tallahassee.

JMG/CMC/kc

T:\AGENDA\2004\Jul0704\Regular\State Lobbyist Report.doc

Attachment

Agenda Item

G

Date

7-7-04

2004 Florida Legislature – City of Miami Beach Report

Florida's 2004 Legislative Session will not be remembered for its great achievements or leadership, but rather for the year that the Speaker's campaign for U. S. Senate triggered actions, inactions and bitter relationships between the House and Senate. Johnnie Byrd's decision to utilize campaign issues for his legislative agenda drove him to power plays, which in the end sacrificed his priorities and those of Senate President King.

The relationship between the House and Senate was further strained by the fight over changing the formula for the distribution of school funds. The struggle pit President King, favoring the change, versus some House leadership, i.e. the Hispanic caucus from South Florida, who opposed it.

The Session, which began at a rapid pace, with Republicans jointly looking forward to putting forth a favorable background for Gov. Bush's brother's presidential campaign, ground to a snail's pace as Speaker Byrd held onto legislation, including the budget, until the last hours of the Session. In addition, the Speaker held many bills sponsored by sixteen Republican House members, many of them committee chairs who voted against his proposed telephone rate freeze.

The following is a report on the priorities as set by the City Commission for the 2004 Legislative Session.

LEGISLATIVE AGENDA

Bert J. Harris Act

Fortunately, the only Bert Harris provision discussed and passed during the Legislative Session was related to agricultural lands. SB 1712 creates F.S. 70.005, which gives a cause of action as follows:

Landowner aggrieved by the changing of an existing agricultural land use classification or agricultural zoning, or the lowering of the current residential density designation by a county, which creates an inordinate burden on property classified as agricultural land pursuant to s. 193.461, shall have an immediate cause of action in accordance with the procedures provided in s. 70.001, except that the 180-day notice period shall be reduced to a 90-day notice period.

This language was forwarded to the City, with the feedback that this was not a problem for the City. The language was vigorously opposed by the Florida Association of Counties. The Legislature is heavily populated by agricultural landowners in leadership positions.

Consultants' Competitive Negotiation Act

We were directed to amend F.S. 287.055, which relates to the criteria used to evaluate a qualifying architectural or engineering firm. This chapter is vigorously guarded by the Florida engineering and architectural associations and is rarely opened up through the legislative process. However, this year, the opportunity arose as the geologists tried to place themselves into the chapter as professionals subject to this negotiation act. We therefore worked with the Florida Engineering Society, the Florida Association of Architects and the House sponsor, who was reluctant but did agree to amend her bill to add language to HB 513. However, the League of Cities mounted a campaign against the bill and spoke vehemently in opposition to the bill in committee. The League is opposed to the entire Consultants' Competitive Negotiation Act and would like it changed. Because of their interference, the section of the chapter which we were successful in initially amending was taken out of the bill, consequently making it no longer germane to our language. Eventually the opposition killed the bill, and it did not pass this Session.

Convention Center Sales Tax Refund

This was the third year that an attempt was made to provide a 50 percent sales tax rebate for qualified convention centers to be used for economic development purposes. Last year we amended the bill to include certain uses of the sales tax which would be beneficial to the City, including the roads, "retention of corporate headquarters", and

“entertainment”. The bill was modified this year to place an annual cap on the total reimbursement of all the eligible convention centers to \$2 million, helping to reduce the impact. The bill was changed to allow several smaller convention centers to be added to appease certain legislators. The bill had a stronger sponsor in the Senate this year than last year, hoping that would help on the Senate side. Several factors impacted the failure of the bill this year. In the House, Rep. Johnson, who championed the bill the first year and pushed it through his Finance & Tax Committee this year, taking off amendatory language which would have provided an additional tax credit for baseball spring training facilities, was on the list of Republicans against the Speaker’s telecommunications agenda. On the Senate side, incoming Senate President Tom Lee and Appropriations Chairman Ken Pruitt had no desire to advance this or other tax incentives.

Record Retention Timeframes/Digital Imaging

This request for reducing the timeframe that personnel records must be retained needs to be worked this summer with the appropriate agencies to get ready for next session, and the lobbying team will pursue that.

Executive Sessions

The City requested that we amend F.S. 286.011, which limits the persons that are authorized to attend executive sessions of the Commission. There were no bills germane to this section of Florida statutes during this Session, and the team will work with appropriate agencies over the summer to get this prepared for the next legislative session.

Convention Development Tax

The City requested that we amend F.S. 212.0305, which defines the types of projects for which the convention development tax may be used. We had this language ready to be amended into a tax package of the Department of Revenue after their approval in SB 2218 by Sen. Margolis, and the companion by House F&T, HB 1991.

Miami-Dade County initially raised objections to Sen. Margolis and other legislators about the proposed language, and the Senator told us she would not proceed to amend this language unless the issues could be worked out between the County and the City. The City Manager and County Manager worked together and finally agreed that only “golf courses” and not the addition of “related buildings and parking facilities” would be added to the language. At that point, we regrouped, and Sen. Margolis amended the language into SB 2218, which passed the Senate on a Consent Calendar. In the House, F&T Chairman Johnson agreed to our language; however, once again his strained relationship with the House Speaker prevented the bill from reaching the House Floor, and the issue died in Messages from the Senate.

Article V Implementation

SB 2962, which implemented the Article V provisions, passed this Session. This very complicated issue was worked intensely by a united Miami-Dade legislative delegation. Of particular concern to the City was the provision for reducing or eliminating fee schedules for the enforcement of municipal codes or ordinance violations. The bill addresses this issue in Section 18 by amending F.S. 28.2402(1)(a). The language reads:

(1)(a) In lieu of payment of a filing fee under s. 28.241, a filing fee of \$10 shall be paid by assessed to a county or municipality when filing a county or municipal code or ordinance violation or violation of a special law in circuit court. This The \$200 fee shall be paid to the clerk of the circuit and county court for performing court-related functions.

This was an important victory for the City.

Monitor Legislation of Importance

- Community Redevelopment. No legislation was proposed this Session.
- Windstorm Insurance. SB 2488 passed this Legislative Session, which increases the bonding capacity of the Florida Hurricane Catastrophe Fund from \$11million to \$15 million. This change is intended to increase the availability of homeowners insurance by increasing their insurance company’s access to reinsurance rates.
- Outdoor Advertising. No legislation was filed in this regard.

- Red Light Photo Enforcement. No legislation was filed in this regard.
- Public Notices. No legislation was filed in this regard.
- Cell Phone Tower Siting. SB 2774 and HB 1495 were intended to be glitch bills to last year's E911 legislation. The bills would have clarified collocation language and encouraged local governments to assist placement of antennas and towers to help carriers comply with Phase II of E911. The legislation failed to pass this Session.
- Local Government Accountability. SB 708 passed this Session. Among its provisions, it repeals Florida statutes that place unnecessary restrictions on local governments regarding bond or local government reporting issues. It clarifies that special districts have the authority to provide some form of health insurance benefits to their officers and employees. It provides additional authority for the Department of Management Services to compel local governments to respond timely to requests for information for local pension plans. It provides more flexibility by providing procedures for amending budgets of municipalities. It streamlines the procedure for declaring a special district inactive and dissolving it.
- KidCare. SB 2000 passed this Session and was signed by the Governor. It revises the procedures relative to children covered under KidCare.
- Greenways and Trails. SB 2804, which passed this Legislative Session, enhances the Greenways Program, which is intended to connect nearly 1,400 miles of trails from the Panhandle to the Everglades and the Keys.
- Department of Transportation. SB 1456, which passed this Session, is the Department of Transportation's legislative package. In addition to the reorganization of the department, the bill allows the Metropolitan Planning Organizations (MPOs) to operate as previously enacted. The bill initially proposed to disband the MPOs and have the Governor appoint members to a reconstituted MPO that would be regional in nature.

Funding for arterial roads remains intact. The initial bill funneled funds for arterial roads into the SIS, but now the SIS is allocated \$100 million, and \$20 million is also provided to local transportation-related economic development projects.

- The Marlins. Nothing passed which would provide a tax incentive for the Marlins baseball team or for renovation of the Orange Bowl Stadium in Miami.
- Citizens Constitutional Amendment Revisions. Although this was a priority of both the Governor and Senate President, only partial reform to Florida's citizens constitutional amendment process was made. HB 1743 requires the Secretary of State to immediately submit an initiative petition to the Financial Impact Estimating Conference. The financial impact statement must be included on the ballot for each initiative.

SB 2394. This joint resolution revises the deadline for filing a constitutional amendment proposed by citizen initiative, and it further revises the time frame for the Supreme Court to render an advisory opinion on the validity of an initiative petition. A proposed amendment to the constitution by citizen initiative must be filed with the Secretary of State no later than February 1st of the year in which the general election is held.

- Water Conservation. Water conservation measures, among the major legislative priorities of the League of Cities, passed in HB 293. This bill, which is a combination of bills worked on by the House and Senate over a two-year period, addresses water policy, particularly strengthening the link between growth management and water supply planning. It requires water management districts to identify preferred water supply sources for consumptive use permits, and if an applicant chooses one of these preferred water sources, it can obtain a twenty-year permit. The bill further sets out a plan for the Department of

Community Affairs and water management districts to jointly review comprehensive plan amendments and evaluation appraisal reports.

- Condominium Associations. SB 1184 passed, which contains eighty-eight pages of condominium-related issues, including the establishment of an Office of the Condominium Ombudsman within the Division of Florida Land Sales, Condominiums and Mobile Homes in the Department of Business and Professional Regulation. The ombudsman is to be appointed by the Governor. That provision was supported by the City of Miami Beach Commission via resolution.
- Prompt Pay/Retainage and Construction Bonds. These bills, which were vehemently opposed by the City of Miami Beach, failed to pass this Session, despite the fact that the League of Cities and Florida Association of Counties had signed off on the bills during the last week of Session. These bills were combined into one bill, SB 544, which was moving rather rapidly through the process. The team worked very hard stopping this bill. Although we cannot claim sole credit for it not passing, we did work with the Speaker's campaign chairman, with both House and Senate sponsors, and with the mayors of the Dade League of Cities on these bills. This was a major success for the City.
- Inspection of Private Fire Hydrants. This bill passed the Senate but died in Messages to the House. The lobbying team did amend both the House and Senate versions, pursuant to the City's instructions, to allow local governments to contract with the owners of private hydrants to maintain them.
- Adult Entertainments Located Near Schools. These bills, which were opposed by the City because approval by the School Board was required for the exemptions to the policy of locating adult entertainment establishments near schools. SB 640 died on the calendar. This was also a success for the City.
- Extension of the Municipal Resort Tax to Okaloosa County. The City was interested in this bill in that it not only added Okaloosa to the three municipalities that are able to impose the resort tax but also expanded the uses of the municipal resort tax. SB 1290 died in the Finance & Tax Committee.
- Claims Bill – Tuncs vs. City of Miami Beach. This bill, filed by Rep. Barreiro, was anticipated to be filed in the 2005 Legislative Session, but surprisingly appeared in this Session. Although the City was not opposed to the bill, the belated entry of this bill into the legislative process put a strain on the City's Legal Department relative to traveling to Tallahassee. The legislative team hustled to work with the Special Master and the Claims Committee to provide the City's Legal Department with information they needed to prepare for the bill. However, the bill was withdrawn in accordance with the recommendation of the Special Master, as the claimant is located in France and unable to travel, and it would have posed an undue hardship on state resources as well as the City's, as it was not filed in a timely manner. We do anticipate that the bill will be filed by the August, 2004 deadline for the 2005 Session.
- Workers Compensation for First Responders. HB 1999 was the result of a Homeland Security Workers Compensation Work Group established by Speaker Johnnie Byrd to focus on the impact of changes made to workers compensation in the 2003 Special Session A on first responders. This was part of his political agenda. The bill passed the House but was not taken up by the Senate. The bill would have addressed permanent total disability, supplemental benefits, standard of proof for occupational disease, repetitive exposure and exposure to toxic substances claims, attorney fees, psychiatric injuries, independent medical examinations, the definition of first responders, and smallpox vaccinations. Had the bill passed, it would have caused a 2.8% increase in workers compensation rates.

FUNDING AGENDA

Statewide Funding Issues.

- **Funding for Local Water Projects.** Statewide, water projects were funded at \$120 million. \$10 million of that is an appropriation for South Florida's Flood Mitigation. That \$10 million is being allocated for projects in Miami-Dade county and its municipalities. The list is being developed by members of the Miami-Dade Delegation, and has not been released to the public yet. However, the lobbying team did engage Sen. Margolis to fight vigorously for the City's stormwater project, and to our knowledge at this time, the City is being appropriated \$400,000 for this project. The \$10 million needs to be divided among twenty-six entities. We will verify that amount when the list is made public. Statewide, 517 projects were submitted for funding, totaling \$845 million. Of those, 482 were qualified by DEP for funding, totaling \$741 million. Proviso language stipulates that local matching dollars shall be 50%. This appropriation should be a major success for the City.
- **Funding for Entertainment Industry Incentives.** The incentive program for film and entertainment was funded at \$2,450,000. The Film Commissioner's operational budget was funded at \$403,296. A bill to deregulate talent agents did not pass; however, the bill which provides an exemption from cosmetology licensure for the film and entertainment industry, HB 1530, did pass. Our attempt to also include language which would have exempted the still photography shoots was not included in the bill. It was opposed by the Senate sponsor and the association for cosmetologists. The State Film Commissioner did not support this language, as she felt it was unnecessary.
- **Funding for Historic Preservation and Cultural Programs.** The bill which would have restored dedicated funding for cultural and historical projects did not pass during the Session. The following are appropriations funded for the arts statewide:
 - Historic Museum Grants - \$1,312,500
 - Historic Preservation Grants - \$1,585,870
 - Statewide Arts Grants - \$2,225,279
 - Science Grants - \$375,000
 - Arts in Education - \$375,000
 - Local Arts Agencies/Statewide Service Organizations - \$300,000
 - Youth & Children's Museums - \$187,500
 - Mid-level Cultural Grants - -0-
 - Challenge Grants - -0-
 - Cultural Exchange Program - \$187,500
 - Cultural Institutions Program - \$4,871,904
 - Florida Endowment for the Humanities - \$161,250
 - State Touring Program - \$150,000The \$4.8 million for cultural facilities was divided among the first six prioritized projects. The Colony and Byron-Carlisle were rated #31 and #34 and were therefore not funded.
- **Funding for Beach Renourishment.** The statewide appropriation for beach renourishment was \$25 million. Miami-Dade, per agreement with DEP, did not receive funding this year.
- **Domestic Security Funding.** Budget Item #2070A allocates \$1,223,094 for Region 7, Miami, Local Law Enforcement Prevention Issues. Budget Item #2064B appropriates \$1 million for the construction of a statewide Anti-Terrorist Training Center for First Responders.
- **Free Trade Area of the Americas (FTAA).** FTAA was appropriated \$525,000 under the Governor's Office Line Item #24806, Grants and Aid Advocating International Relationships.

- Transportation. \$92 million is provided for airport capacity improvements. Since over 70% of visitors to South Florida come by air, the Beach's economy is the indirect beneficiary of these dollars.

EDUCATION AGENDA

- Universal Pre-K. After much bartering between the House and Senate, the Legislature passed HB 821, creating the Voluntary Pre-Kindergarten Education Program. The final product is still not widely accepted by proponents of the program. The Governor has publicly stated that he is considering his options as to vetoing the bill or accepting the bill with hopes of improving it next year.
- District Cost Differential. As you are well aware, Senate President King pushed and won a partial change in the formula which would allow certain counties where the cost of living is higher than other places in the state, including Miami-Dade County, to be compensated for those costs. The Miami-Dade Delegation was unified on this issue and fought very hard, but in the end lost under the lack of support from the Speaker of the House and the strong push from the Senate President.
- Florida's Graduation Requirements. The Legislature passed SB 364, which makes the requirements for accelerated high school graduation more stringent. Students must now have a 3.0 grade point average, attain a score of 3 or higher on the tenth grade FCAT writing assessment, and have taken honors courses.
- Charter Schools. SB 3000 passed this Session, which makes several changes to charter school statutory language. Of interest to the City of Miami Beach is language which, when a municipality applies for a charter school in a feeder pattern, and each individual application is approved by the district school board, such schools are then designated as one charter school. If a charter school is specifically created to mitigate the educational impact created by a new residential development, then the impact fees may be used to pay for construction of that charter school.

During the 2004 Legislative Session, it has been our pleasure to work on these issues and monitor others for the City of Miami Beach, an All American City. We were honored to have a resolution read in both the House and Senate in recognition of the City's designation. We were also glad to coordinate and attend meetings during the Session in Tallahassee with City Commissioners, the City Manager and staff. We will continue to inform the City as bills are acted upon by the Governor post-Session.

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